

John Carrere

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The Union Insurance Company of Maryland

BE IT REMEMBERED, That ^{now here} ~~heretofore~~ to wit, on the third Monday in June being the nineteenth day of the said month in the year of our Lord one thousand eight hundred and nine, the chief Judge and associate the said Judges of the fifth Judicial District of Maryland in pursuance of the directions of the ~~attorney~~, prosecuted and sued ~~act of assembly in such~~ ~~forth out of the Court of Chancery of the state of Maryland,~~ ~~case made and provided transmit to the Court of appeals here~~ ~~the writ of the said state for the correcting of errors, directed to the Honourable the Judges of the~~ ~~before them in the County Court of Baltimore between John Carrere Plaintiff and The Union Insurance Company of Maryland~~ ~~Defendants, and where in the said County Court gave judgment for the said~~ ~~at which mentioned~~ ~~Monday in~~ ~~being the~~ ~~day of the said month, in the year of our Lord one thousand eight hundred and~~ ~~and from which said judgment the said John Carrere appealed~~ ~~and the day of the return of the foregoing writ, the Judges of the~~ ~~Judicial~~ ~~District, to whom the said writ was in form aforesaid directed, in pursuance thereof, and~~ ~~is in form following to wit:~~ ~~according to the form and effect of the statute in such case made and provided, certify and~~ ~~transmit to the Court of Appeals here, together with the said writ, a record of the proceed-~~ ~~ings of the judgment in the said writ mentioned, and which said record is in form following,~~ ~~to wit:~~

[ENTER WRIT OF ERROR.]

Monday in being the day of the said month, in the year of our Lord one thousand eight hundred and and from which said judgment the said John Carrere appealed and the day of the return of the foregoing writ, the Judges of the Judicial District, to whom the said writ was in form aforesaid directed, in pursuance thereof, and is in form following to wit: according to the form and effect of the statute in such case made and provided, certify and transmit to the Court of Appeals here, together with the said writ, a record of the proceedings of the judgment in the said writ mentioned, and which said record is in form following, to wit:

[ENTER RECORD.]

And now come into the Court of Appeals here, as well the said John Carrere by Robert Goodloe Harper & Walter Dorsey — by his attorneys as the Union Insurance Company of Maryland aforesaid by Luther Martin and John Purviance their attorneys; and thereupon, on motion of the said Union Insurance Company of Maryland aforesaid — by their attorneys aforesaid, it is ruled by the court here,

that the said John Carrere assign the errors in the record of proceedings aforesaid, or in the giving the judgment aforesaid, so as aforesaid brought before the Court of Appeals here, for correcting the errors supposed to be therein, or judgment by the Court of Appeals here will be entered against him in default thereof: And the said John Carrere by his attorney, aforesaid, says, that in the record of proceedings aforesaid, and also in the giving of judgment aforesaid, there is manifest error in this, to wit, that by the record aforesaid it appears that the judgment aforesaid in the plea aforesaid given, was given for the said Union Insurance Company of Maryland aforesaid against the said John Carrere when by the law of the land that judgment ought to have been given for the said John Carrere against the said Union Insurance Company of Maryland aforesaid therefore in that there is manifest error; and he prays that the judgment aforesaid for that error, and others, being in the record of proceedings aforesaid, may be reversed, annulled, and held entirely as void, and that he the said John Carrere may be restored to all things which he hath lost by occasion of the said judgment, and that the said Union Insurance Company of Maryland aforesaid may rejoin to the errors aforesaid, and so forth: And thereupon it is ruled by the Court of Appeals here, that the said Union Insurance Company of Maryland aforesaid join in the errors by the said John Carrere above assigned in the record of proceedings aforesaid, or judgment by the Court of Appeals here will be rendered against them in default thereof. And the said Union Insurance Company of Maryland aforesaid by their attorneys aforesaid, pray that a day may be given to them to join in the errors by the said John Carrere above assigned in the record of proceedings aforesaid, until the third Monday in December next; and to them it is granted; the same day is also given to the said John Carrere & Co

At which said *third* Monday in *December* being the *eighteenth* day of the said month, in the year of our Lord one thousand eight hundred and *nine* which said day was given to the ~~the~~ *Union Insurance Company of Maryland aforesaid* to join in the errors by the said *John Carrere* — above assigned, come again into the Court of Appeals here, the parties aforesaid, by their attorneys aforesaid; and the ~~the~~ *Union Insurance Company of Maryland aforesaid* by *their* attorneys aforesaid, says there is no error in the record of proceedings aforesaid, nor in the giving of the judgment aforesaid, and *they* pray that the Court of Appeals here will proceed to the examination as well of the record of proceedings aforesaid, as of the matters aforesaid, by the said *John Carrere* — above, for error assigned, and that the said judgment may be in all things affirmed, and so forth. But because the Court of Appeals here are not advised what judgment to give of and upon the premises, day therefore is given to the parties aforesaid, before the Court of Appeals here, until the *third* Monday in *June* next, to hear the judgment of the Court of Appeals here, of and upon the premises, for that the court now here, thereof are not advised, and so forth.

~~At which said last Monday in May, being the _____ day of the said month, in the year of our Lord one thousand eight hundred and _____ come again into the Court of Appeals here, the parties aforesaid, by their attorneys aforesaid; thereupon further process of and upon the premises, between the parties aforesaid, is by virtue of an act of assembly in such case made and provided, further continued, before the Court of Appeals here, until the first Monday in December next; the same day is given to the said parties, there then to hear the judgment of the Court of Appeals here, of and upon the said premises, and so forth.~~

At which said *third* Monday in *June* being the *eighteenth* day of the said month, in the year of our Lord one thousand eight hundred and *ten* come again into the Court of Appeals here the parties aforesaid, by their attorneys aforesaid: But because the Court of Appeals here are not yet advised what judgment to give of and upon the premises, a day therefore is further given to the parties aforesaid, with the consent of the said parties, by their attorneys aforesaid, to come before the Court of Appeals here, on the *third* Monday in *December* next, to hear the judgment of the Court of Appeals here of and upon the premises, for that the court now here as yet are not, &c.

~~At which said last Monday in May, being the _____ day of the said month, in the year of our Lord one thousand eight hundred and _____ come again into the Court of Appeals here the parties aforesaid, by their attorneys aforesaid: Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, is by virtue of an act of assembly in such case made and provided, further continued, before the Court of Appeals here, until the first Monday in December next; the same day is given to the said parties there then to hear the judgment of the Court of Appeals here of and upon the said premises, and so forth.~~

At which said *third* Monday in *December* being the *seventeenth* day of the said month, in the year of our Lord one thousand eight hundred and *ten* come again into the Court of Appeals here, the parties aforesaid, by their attorneys aforesaid: But because the Court of Appeals here are not yet advised what judgment to give in and upon the premises, a day therefore is further given to the parties aforesaid, with the consent of the said parties, by their attorneys aforesaid, before the Court of Appeals here, until the *third* Monday in *June* next, to hear the judgment of the Court of Appeals here of and upon the premises, for that the court now here as yet are not, &c.

~~At which said last Monday in May, being the _____ day of the said month, in the year of our Lord one thousand eight hundred and _____ come again into the Court of Appeals here the parties aforesaid, by their attorneys aforesaid: Thereupon further process~~

of and upon the premises aforesaid, between the parties aforesaid, is by virtue of an act of assembly in such case made and provided, further continued, before the Court of Appeals here, until the first Monday in December next; the same day is given to the said parties there then to hear the judgment of the Court of Appeals here of and upon the said premises, and so forth.

At which said *third* Monday in *June* being the *seventeenth* day of the said month, in the year of our Lord one thousand eight hundred and *eleven* come again into the Court of Appeals here, the parties aforesaid, by their attornies aforesaid: But because the Court of Appeals here are not yet advised what judgment to give of and upon the premises, a day therefore is further given to the parties aforesaid, with the consent of the said parties, by their attornies aforesaid, before the Court of Appeals here, until the *third* Monday in *December* next, to hear the judgment of the Court of Appeals here of and upon the said premises, for that the court now here as yet are not, &c.

~~At which said last Monday in May, being the _____ day of the said month, in the year of our Lord one thousand eight hundred and _____ come again into the Court of Appeals here the parties aforesaid, by their attornies aforesaid: Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, is by virtue of an act of assembly in such case made and provided, further continued, before the Court of Appeals here, until the first Monday in December next; the same day is given to the said parties there then to hear the judgment of the Court of Appeals here of and upon the said premises, and so forth.~~

At which said *third* Monday in *December* being the *thirteenth* day of the said month, in the year of our Lord one thousand eight hundred and *eleven* come again into the Court of Appeals here, the parties aforesaid, by their attornies aforesaid: But because the Court of Appeals here are not yet advised what judgment to give of and upon the premises, a day therefore is further given to the parties aforesaid, with the consent of the said parties, by their attornies aforesaid, before the Court of Appeals here, until the *last* Monday in *May* next, to hear the judgment of the Court of Appeals here of and upon the said premises, for that the court now here as yet are not, &c.

At which said last Monday in May, being the *twenty fifth* day of the said month, in the year of our Lord one thousand eight hundred and *twelve* come again into the Court of Appeals here the parties aforesaid, by their attornies aforesaid: Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, is by virtue of an act of assembly in such case made and provided, further continued, before the Court of Appeals here, until the first Monday in December next; the same day is given to the said parties there then to hear the judgment of the Court of Appeals here of and upon the said premises, and so forth.

At which said *first* Monday in *December* being the *seventh* day of the said month, in the year of our Lord one thousand eight hundred and *twelve* come again into the Court of Appeals here the parties aforesaid, by their attornies aforesaid: But because the Court of Appeals here are not yet advised what judgment to give of and upon the premises, a day therefore is further given to the parties aforesaid, with the consent of the said parties, by their attornies aforesaid, before the Court of Appeals here, until the *last* Monday in *May* next, to hear the judgment of the Court of Appeals here of and upon the said premises, for that the court now here as yet are not, &c.

At which said last Monday in May, being the *thirteenth* day of the said month, in the year of our Lord one thousand eight hundred and *thirteen* come again into the Court of Appeals here the parties aforesaid, by their attornies aforesaid: Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, is by virtue of an act of

assembly in such case made and provided, further continued, before the Court of Appeals here, until the first Monday in December next; the same day is given to the said parties there then to hear the judgment of the Court of Appeals here of and upon the said premises, and so forth.

At which said Monday in being the day of the said month, in the year of our Lord one thousand eight hundred and come again into the Court of Appeals here the parties aforesaid, by their attornies aforesaid: But because the Court of Appeals here are not yet advised what judgment to give of and upon the premises, a day therefore is further given to the parties aforesaid, with the consent of the said parties, by their attornies aforesaid, before the Court of Appeals here, until the Monday in next, to hear the judgment of the Court of Appeals here of and upon the said premises, for that the court now here as yet are not, &c.

At which said last Monday in May, being the day of the said month, in the year of our Lord one thousand eight hundred and come again into the Court of Appeals here the parties aforesaid, by their attornies aforesaid: Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, is by virtue of an act of assembly in such case made and provided, further continued, before the Court of Appeals here, until the first Monday in December next; the same day is given to the said parties, there then to hear the judgment of the Court of Appeals here of and upon the said premises, and so forth.

And now at this day, to wit, the said *first* Monday in *December* being the *fieth* day of the said month, in the year of our Lord one thousand eight hundred and *thirteen* come again into the Court of Appeals here the parties aforesaid, by their attornies aforesaid. Whereupon as well the Record and Proceedings aforesaid, and the Judgment given in form aforesaid, as the matters aforesaid by the said *John Carrere* above for error assigned, being seen, and by the Court of Appeals here fully understood, and mature deliberation thereupon had; for that it appears to the Court of Appeals here that there is no error in the record of proceedings aforesaid, nor in the giving of the judgment aforesaid: Therefore it is considered by the Court of Appeals here, that the judgment aforesaid, given in form aforesaid, be in all things affirmed and stand in full force and effect, the said causes for error above assigned and alleged in anywise notwithstanding: And it is further considered by the Court of Appeals here, that the *Union Insurance Company of Maryland* ^{aforesaid} have execution against the said *John Carrere* as well for the _____ costs and charges aforesaid adjudged unto *them* in the said County Court of *Baltimore* as also the sum of *ninety two Dollars and three cents* adjudged unto *the said them* by the Court of Appeals here, on *their* assent for *their* costs and charges which *they have* sustained by occasion of the delay of the execution of the judgment aforesaid, by pretext of the prosecution of the said *Appeal* by the said *John Carrere* of and upon the premises as aforesaid prosecuted, &c.

Memorandum. At the argument and decision of this case in the Court of appeals, The Honorable Joseph Hopper Nicholson Judge, withdrew from the Bench.

Tert *Th Harris Jun ctk*

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John Carriere
vs
The Union Insurance
Company

Transcript

Filed 19 June 1809

Dec. 1813

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State of Maryland Baltimore County to wit,

At a County Court of the sixth judicial district of the State of Maryland, begun and held at the Court House in the City of Baltimore in and for the County aforesaid on the fourth Tuesday in March in the year of our Lord, One thousand eight hundred and nine

Present

Joseph H. Nicholson Esquire Chief Judge. Bebulon Hollingsworth and Thomas Jones Esquires
Associate Judges

John Hunter Esquire Sheriff

Wm. Gibson Clerk

Among other were the following proceedings, to wit,

John Carrere

vs

The Union Insurance
Company of Maryland

Be it Remembered that at a County Court of the sixth judicial district of the State of Maryland begun and held at the Court House in the City of Baltimore in and for the County aforesaid on the fourth Monday in March in the year of our Lord one thousand eight hundred and seven and now here sitting on this twenty third day of March

in the same year the said John Carrere by Walter Dorsey his Attorney with the consent of the said Union Insurance Company of Maryland by John Pivance their Attorney declared in the said County Court against the said Union Insurance Company in a plea of Covenant in manner and form following, to wit, Baltimore County Let. The Union Insurance Company of Maryland, were summoned to answer unto John Carrere of a plea that they perform and keep to him, the Covenants between him the said John Carrere and the said ^{Union} Insurance Company of Maryland according to the force form and effect of a certain deed of Covenant between them made purporting to be a Policy of Insurance. And Whereupon the said John Carrere, by Walter Dorsey his Attorney complains that Whereas by a certain deed poll made between the said John Carrere of the one part and the said Union Insurance Company of Maryland, of the other part, at Baltimore County aforesaid, on the fifth day of June in the year of our Lord Eighteen hundred and six, which deed sealed with the seal of the said Union Insurance Company of Maryland the said John Carrere here into Court brings the date whereof is the day and year aforesaid, he the said John Carrere in his own name, did make Insurance and cause himself to be insured, lost or not lost, at and from Baltimore to Bordeaux upon all kinds of lawful goods and Merchandise laden or to be laden aboard the good Schooner called the Venus whereof was Master for that Voyage Reuben Allen or whoever else should go master in the said Vessel or by whatever other name or names the said Master thereof was, or should be named or called, beginning the adventure upon the said Lawful goods and Merchandise from and immediately following the loading thereof on board of said Vessel at Baltimore as aforesaid and so should continue and endure until the said goods and Merchandise should be safely landed at Bordeaux aforesaid and it was also then and there agreed by the said deed between the aforementioned parties that it should and might be lawful for the said Vessel in her Voyage to proceed and sail to touch and stay at any ports or places if thereunto obliged by steps of weather or other unavoidable accident without prejudice to that Insurance. And it was further agreed that it should be lawful in case of any misfortune or loss to and for the assured their factors, Servants and assigns to sue Labour and Freight, for in and about the defence, safe guard and recovery of the said goods and Merchandise or any part thereof without prejudice to that Insurance to the charges whereof they the said Union

Union Insurance Company of Maryland by the said deed did covenant and agree to contribute according to the rate and quantity of the sum therein insured and touching the adventures and perils which they the Assurers were contented to bear and taken upon them in that Voyage they were of the Seas, Men of War, Pirates, Enemies, Pirates, Robbers, Thieves, Jettisons, Letters of Mart and counter mart, surprisals, takings at Sea unlawful arrests, restraints and detentions of all kings, princes, or people of what nation, condition or quantity soever, Barzaty of the Master, and mariners, and all such other perils, Losses and misfortunes, that might or could come to the hurt, detriment, or damage of the said Goods or Merchandize or any part thereof for which the Assurers were legally accountable. And so the said Union Insurance Company of Maryland were content, and by the said deed did bind themselves to the said John Carrere for the true performance of the covenants in the said premises consenting themselves paid the consideration due to them for the said Assurance by the said John Carrere after the rate of four per cent on the amount of Twenty Thousand Dollars of the Cargo of the said Schooner, warranted American property, proof of which to be required in the United States, Only the Assured binding himself should the said Schooner be Captured to do all in his power for the defence of the property, and that if condemned he would enter an appeal in practicable. And it was also covenanted by the said deed that while Sugar composing a part of said Schooner's Cargo should be valued at the sum of One hundred and fifty dollars for each hoghead Brown Sugar at One hundred dollars per Hoghead, Cocoa composing a part of the said Schooner's Cargo at thirty five cents per pound, and Cotton also composing part of the said Cargo at twenty five cents per pound short price. And it was also covenanted and agreed by the said Deed between the said Union Insurance Company of Maryland, and the said John Carrere, that the said John Carrere should abate two per centum to the said Union Insurance Company of Maryland in case of loss and that such loss should be paid by the said Insurance Company of Maryland to the said Assured in three months after proof and adjustment thereof the amount of the note given for the premium if unpaid being first deducted provided such loss should amount to five per centum under which no payment should be made unless in case of general average. And the said ^{Union} Insurance Company of Maryland did subscribe the amount insured viz: Twenty Thousand dollars on the day and year aforesaid as by reference to the said deed will more fully appear. And the said John Carrere also saith that after the making of the said deed Pol. to wit at Baltimore County aforesaid on the day and year first aforesaid he paid unto the said Union Insurance Company of Maryland the sum of Eight hundred Dollars the amount of the premium for the Insurance of the said goods and Merchandize at the rate of four per centum stipulated in the said deed to be paid. And the said John Carrere in fact saith that after the making of the said Deed or Policy, to wit, on or about the twenty eighth day of June in the year aforesaid at Baltimore aforesaid there was goods and Merchandize of great value, to wit, consisting of forty four hogheads of Clayed sugar, forty one hogheads of Brown Sugar and three hundred and eight Bales of cotton of the value of Twenty Thousand Dollars current money of the United States, and belonging to him the said John Carrere a citizen of the United States were

Laden and put on board of the said Schooner to be carried therein from Baltimore aforesaid to Bordeaux and that the said Goods and Merchandize were American property regularly documented as put and remained on board of the said Schooner thence until the time of the loss herein after mentioned and that at the time of such loss the said John Carrere was interested in the said premises in the said Deed Poll mentioned to the amount of Twenty Thousand Dollars current money as aforesaid and of all monies were insured by him on the said premises. And the said John Carrere saith that he has performed all and singular the matters and things covenanted by him to be performed in the said deed according to the Tenor and effect thereof. And that on the said Twenty eighth day of June in the year aforesaid the said Schooner with the said Goods and Merchandize so laden thereon was in safety at Baltimore aforesaid bound to Bordeaux aforesaid and at then and there sail in like safety with the said goods and Merchandize on the voyage ~~to Bordeaux~~ ^{insured} and that afterwards to wit, on the twenty sixth day of July in the year aforesaid the said Vessel on the high seas and in the lawful and regular prosecution of the said Voyage with the goods and Merchandize aforesaid of the said John Carrere laden and then on board her insured to the value of Twenty Thousand dollars was captured by a number of armed men on board a certain Armed Ship or Vessel of war and taken into Halifax and there contrary to the laws of nations and the faith of Treaties the said Goods and Merchandize were sold and disposed of for the benefit of the said Captors and the said Goods and Merchandize thereby totally lost to the said John Carrere whereof the said Union Insurance Company of Maryland afterwards to wit, on the day and year aforesaid at the County aforesaid had notice. And the said John Carrere did then and there request the said Union Insurance Company of Maryland to pay to him the said John Carrere the said sum assured by them the said Union Insurance Company of Maryland as aforesaid in respect to the said Loss which the said Union Insurance Company of Maryland ought to have paid to the said John Carrere according to the covenants contained in the said deed. yet the said Union Insurance Company of Maryland notwithstanding their said promises and covenants so as aforesaid made and contained in the said deed but contriving and fraudulently intending to deceive and defraud the said John Carrere in this behalf have not paid to the said John Carrere the said sum ~~of~~ ^{assured} as aforesaid or any part thereof nor have in any kind contented him for the same although often afterwards requested, to wit, at the County aforesaid but have hitherto altogether refused and still do refuse to pay to the said John Carrere the said sum of money assured as aforesaid or any part thereof, or in any manner to content him for the same and this the said John Carrere saith that the said Union Insurance Company of Maryland although often requested have not kept their Covenant with the said John Carrere, but have broken the same, and have hitherto refused and still do refuse to keep the same with him, whereby the said John Carrere saith that he is prejudiced and hath damage to the value of Forty Thousand Dollars and therefore he brings suit and so forth

John Doe } Pleages to prosecute.

W. Dorsey Esq's Atty
 And Whereupon the said John Carrere
 Richard } By his said Attorney prays that the said Union Insurance Company

May Answer to the declaration of the said John Carrere in the plea aforesaid, whereupon it is ruled by the Court here that the said Union Insurance Company answer to the declaration of the said John Carrere in the plea aforesaid, and if the said Union Insurance Company do not answer to the said Declaration judgment will be rendered against them by default; And the said Union Insurance Company by their Attorney aforesaid, defend the force and injury when ~~to~~ and pray leave of the Court here to implead until the first Tuesday of October next, to answer to the declaration of the said John Carrere in the plea aforesaid, and they have it; The same day is given to the said John Carrere, then ~~to~~

At which said first Tuesday of October in the year of our Lord one Thousand eight hundred and seven, until which day the said Union Insurance Company had leave to implead, and there to answer to the Declaration of the said John Carrere in the plea aforesaid, appear again in the County Court here the parties aforesaid, by their Attornies aforesaid, and the said Union Insurance by their said Attorney as before defend the force and injury when ~~to~~ and pray leave of the Court here further to implead until the fourth monday in March next, and then to answer to the declaration of the said John Carrere in the plea aforesaid and to them it is granted, the same day is given to the said John Carrere, then and so forth.

At which said fourth monday of March in the year of our Lord one Thousand eight hundred and eight, until which day the said ^{Union} Insurance Company had leave to implead and then to answer to the Declaration of the said John Carrere in the plea aforesaid, appear again in the County Court here the parties aforesaid by their Attornies aforesaid, and the said Union Insurance Company by their said attorney as before defend the force and injury when ~~to~~ and pray leave of the Court here further to implead until the first Tuesday of October next, and then to answer to the declaration of the said John Carrere in the plea aforesaid and they have it, the same day is given to the said John Carrere then ~~to~~ At which first Tuesday of October in the year of our Lord one Thousand eight hundred and eight, until which day the said Union Insurance Company had leave to implead, and then to answer to the declaration of the said John Carrere in the plea aforesaid, appear again in the County Court here the parties aforesaid by their Attornies aforesaid, and thereupon the said Union Insurance Company by their said attorney as before defend the force and injury when ~~to~~ and pray leave of the Court here further to implead until the fourth monday of March next to answer to the declaration of the said John Carrere in the plea aforesaid, and they have it the same day is given to the said John Carrere, then ~~to~~

Assd, now here at this day, to wit, the aforesaid fourth monday of March in the year of our Lord one Thousand eight hundred and nine until which day the said Union Insurance Company had leave to implead, and then to answer to the declaration of the said John Carrere in the plea aforesaid, Appear again in the County Court here as well the said John Carrere by Walter Dorsey and Robert G Harper his Attornies, as the said Union Insurance Company by John Providence and Luther Martin their Attornies; and the said Union Insurance Company of Maryland by their said Attornies defend the wrong and injury when and so forth and say that they have not broke their Covenants with

With the said John Carrere in manner and form as the said John Carrere hath above thereof complained against them and of this the said Union ^{Insurance} Company of Maryland put them selves upon the Country and the said John Carrere doth the like. Whereupon for trying the issue aforesaid above joined between the parties aforesaid, It is ordered by the Court here that Twenty persons from the pannel of Jurors returned to the Court here by the Sheriff of the County aforesaid be drawn by ballot according to the Act of Assembly in such case made and provided, and thereupon the ^{said} Twenty persons being so drawn by ballot and written upon two lists one of which said lists is delivered to the Counsel for the respective parties and the Counsel for each of the said parties having stricken out four persons from the said lists, the remaining twelve persons being called come, that is to say, Lewis Atterbury, Alexander Fridge, Thomas B. Onion, Archibald Kerr, James Bell, Abraham Green, Thomas Taylor, Thomas Hellen, Peter Bond, John Snyder, John Lee Robert Wilkinson, who being empannelled and sworn to say the truth in the premises, upon their Oath do say, that the said Union Insurance Company of Maryland have not broken their Covenants with the said John Carrere, in manner and form as the said John Carrere hath above thereof complained against them, as the said ^{Union} Insurance Company of Maryland above by pleading have alleged. Therefore it is considered by the Court here that the said John Carrere take nothing by his declaration aforesaid, but that he be in mercy for his false clamour thereupon, and that the said Union Insurance Company of Maryland go thereof without day. And it is further considered by the Court here that the said Union Insurance Company recover against the said John Carrere the sum of Twenty three Dollars and Sixty six cents ^{current money} by the Court now here unto the said Union Insurance Company on their assent adjudged for their costs and charges by them about their defence in this behalf sustained and that they have thereof execution.


Memorandum before the Jurors aforesaid, with drew from the bar of the Court here, the said John Carrere by his Attornies aforesaid filed in Court here his Plea of exceptions in form following, to wit,

John Carrere ^{is} Plaintiff
 The ^{Union} Insurance Company } The Defendants
 Under their common seal on or about the fifth day of June of Maryland. In the year one Thousand eight hundred and six, which here follows in the words and figures, By the Union Insurance Company of Maryland No: 2493

John Carrere as well in his own name as for and in the name and names of all and every other person or persons to whom the same doth may or shall appertain in part or in whole cause himself and them and every of them to be insured lost or not lost at and from Baltimore to Bordeaux upon all kinds of lawful Goods and Merchandize laden or to be laden aboard the good Schooner called Venus, whereof is master for this present Voyage Reuben Allen, or whoever else shall go Master in the said Vessel or by whatever other name or names the said Master thereof is or shall be named or called; beginning the adventure upon the said Lawful Goods and Merchandize from and immediately following the Loading thereof on board of said Vessel at Baltimore as aforesaid, and so shall continue and endure until the

said

said goods and Merchandize shall be safely landed at Bordeaux aforesaid. And it shall and may be lawful for the said vessel in her Voyage to proceed and sail to, touch and stay at any ports or places, if thereunto obliged by stress of weather or other unavoidable accident without prejudice to this Insurance. Touching the adventures and Perils, which we the Assurers are contented to bear, and take upon us in this Voyage:— they are of the seas, men of war, Turs, enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart, and Counter-Mart, Surprizals, Takings at Sea, unlawful

Test  Arrests, Restraints and Detainments, of all Kings, Princes or People, of what nation condition, or quality soever, Barratry of the Master and Mariners and all such other perils, Losses and Misfortunes, that have or shall come to the hurt detriment or

Sec. 7 Damage of the said goods or Merchandize or any part thereof for which Assurers are legally accountable. And in case of any Loss or misfortune, it shall be lawful for the Assured his, Factors, Servants and Assigns, and the Assured on his part agree and engage by his Factors, Servants or Assigns) to use labor and travel for, in and about the defence, — safeguard and recovery of the said Goods and Merchandize, or any part thereof without prejudice to this Insurance, to the Charges whereof we the Assurers will contribute according to the rate and quantity of the Sum herein insured. And it is agreed by us the Assurers, that this Policy of Insurance shall be of as much force and effect as the surest writing or Policy of Insurance heretofore made in the United States of America. And so we the Assurers are contented, and do hereby bind ourselves, each one for his own part, our and each of our Heirs and Assigns, severally, but not jointly, to the Assured his Executors, Administrators and Assigns for the true performance of the premises consenting ourselves paid the consideration due unto us for this Assurance, by the said Assured or his Assigns after the rate of Four per Cent To amount of Twenty Thousand Dollars on Cargo valuing white Sugar at One hundred and fifty Dollars & Brown Sugar at one hundred Dollars per hoghead, Cocoa at Thirty five Cents and Cotton at Twenty five cents per pound short price, warranted to be American Property. Proof of which in case of need to be required in the United States only. The Assured binding himself to do all in his power in case of Capture for the defence of the property and that if condemned he will enter an appeal if Practicable. And in case of loss, the Assured is to abate Two per Cent, and such loss to be paid in three months after proof and adjustment thereof (the amount of the Note given for the premium, if unpaid, being first deducted, provided such Loss shall amount to five per Cent, under which no payment shall be made, unless in case of General Average. And it is mutually agreed, that if any dispute shall arise relating to a Loss on this Policy, it shall be referred to two persons, one to be chosen by the Assured the other by the Assurers which two persons shall have power to adjust the same; but in case they cannot agree, then these two persons shall choose a third and any two of them agreeing)

Agreeing their Determination shall be obligatory on both parties. It is mutually understood stipulated, and agreed by and between the parties to this policy, that the joint stocks and property of the Company as such shall in the first instance, alone be responsible for any loss which may happen on this Policy, and if the same shall prove inadequate to the payment of such loss, then the Members of the Company in their individual capacity shall be liable, and do bind themselves for such deficiency, and shall pay their respective proportions of such loss in the Ratio, and according to the Shares they severally hold in said Company, but not further or otherwise. And if any suit shall be brought against this Association, the same shall be instituted against the President who subscribes this Policy or his Successors in the office of President: And in case of the death, Resignation or Removal of the President against whom such suit shall be brought, pending any such action, the name of his successor in office shall be substituted, without abatement or discontinuance of the action, and all recoveries had by the assured in any such action shall bind and affect and be chargeable upon the said Company and their property in manner aforesaid, and no further or otherwise. In Witness whereof the president of the said Union Insurance Company of Maryland hath subscribed his name and the sum Insured and caused the same to be attested by their Secretary at their Office in the City of Baltimore, and sealed the same with their corporate seal on the Fifth day of June in the year of our Lord One Thousand eight hundred and six. Memorandum. It is agreed, that Tobacco, salt, hides, Skins - Indian Meal, Fish, Fruits, Wheat, Indian Corn, Malt, Peas, or any other kinds of Grain and seeds, Coffee, Cocoa, or Bread stowed in bulk, or any Articles that are perishable in their own nature, are warranted by the assured free from Average, unless General, Coffee and Cocoa in bags, free from Average unless above Ten per cent, or general. And in case of Capture or Detention the assured renounces all claims against the Assurers for Demurrage, Seamen's wages and Provisions. In all cases of Return Premium, one half per cent upon the sum insured is to be retained by the Assurers: And it is mutually agreed by the parties to this Policy, that no part of the premium shall be returned or abated on account of any deviation which shall be made by the Owners, or their Factors from the present Voyage: Warranted by the assured free from any charge Damage or Loss, which may arise in consequence of a Seizure or Detention of the property hereby insured, for or on Account of any illicit or prohibited Trade, or Trade in Articles Contraband of War. It is understood and declared, that in all instances, where insurances are made, to or from any ports or places, at, or on this side of the Cape of Good Hope, or Cape Horn, the Lapse of Twelve months from the time of sailing, or being last heard of, shall be considered as proof of Loss, and to or from any ports or places beyond the Cape of Good Hope, or Cape Horn the Lapse of Eighteen months after the time of sailing or being last heard of, shall be considered as proof of Loss.

Samuel Herrick President

\$20,000 . And also, gave in Evidence as aforesaid that on or about the 28th day of June in the said year 1806, he did ship on Board of the Schooner Venus in the said Policy mentioned at the Port of Baltimore aforesaid

\$20,000 . The

The following goods and Merchandizes then belonging to him, to wit, forty four hogsheads of Clayed Sugar forty one hogsheads brown Sugar. Twenty three Barrels of Clayed Sugar. one hundred and one Bags Caracas Cocoa and three hundred and eight Bales of Cotton, which goods were so put on Board by him as his property in the usual and regular manner of Shipping goods in the United States for foreign Countries, and were accompanied by a manifest Bills of Lading and a proof of property in due and regular form being all the usual and regular papers and Documents required for such Shipments, which papers and Documents are contained in the words and figures mentioned in a Record of the Court of Vice Admiralty of Nova Scotia herem after inserted. And also gave evidence that at the time of making the said Policy and Shipment he was and for a long time before had been a Citizen of the United States residing in Baltimore aforesaid, that the said Schooner Venus ^{was} at the time aforesaid bound on a Voyage from the Port of Baltimore aforesaid to Bordeaux in France, and regularly clear out from the said Port ~~for~~ for Bordeaux on the second day of July in the year aforesaid, and sailed on her said Voyage on the seventh day of the same month with the above mentioned Goods papers and Documents on board that she did prosecute her said Voyage until the Twenty fourth day of July in the said year when she was captured on the high Seas in the regular prosecution of her said Voyage by a British Troop of War, and carried into Halifax in Nova Scotia where the said Goods were libelled as Prize, and condemned as such on the ninth day of September in the said year, in the Vice Admiralty Court there, and thereby totally lost to the Plaintiff.

And thereupon the defendants by their Counsel to support the issue on their part gave in evidence to the Jury that on the Twenty eighth day of June in the year aforesaid the said John Carrere took and subscribed in Baltimore and put on Board of the said Schooner an Affidavit to prove his property in the said Goods which is in the words and figures mentioned in a Record of the Court of Vice Admiralty of Nova Scotia herem after inserted. And also on the fourth day of July in the said year wrote a letter under the Signature of "Emanuele" in the French Language addressed to his Correspondents in Bordeaux by the name of Duhaty, which was not their real names of which Letter a true Translation is contained in the words and figures mentioned in the said Record of the Court of Vice Admiralty of Nova Scotia herem after also inserted. And also on the same day wrote in the French Language in Sympathetic Ink upon the paper containing the aforesaid Letter another Letter addressed to John Ducorneau a Citizen of the French Government his Correspondent in Bordeaux by his real name of John Ducorneau to whom the said goods were consigned of which second Letter a true translation is also contained in the words and figures mentioned in a Record of the Court of Vice Admiralty of Nova Scotia herem after

also

Also inserted, That the said John Carrere put both the said Letters on board of the said Schooner on or about the day of their date to be transmitted therein to Bordeaux, that they together with the Affidavit aforesaid were found on board of the said Schooner at the time of her Capture that the said Letter in Sympathetic ink was not visible at first and was not discovered till after the arrival of the said Schooner in Halifax and after her papers including the said Letter were deposited in the Office of the said Court of Vice Admiralty where the said Letter was discovered and rendered legible by the Proctor for the Captors by the application of a Chymical mixture to the papers, and that the goods mentioned in the said Letter as the property of R and of James Chaytor were part of the Goods so shipped by the Plaintiff and mentioned in the aforesaid Affidavit as his own. And the Defendants also gave in evidence as aforesaid that the paper mentioned and described in the said Letter written in Sympathetic Ink as being concealed in one of the said hogheads of Sugar was after the discovery of the said Letter actually found so concealed in the said hoghead by the Officers of the said Court of Vice Admiralty and was exhibited and filed in the said Court which paper originally written in the French language the Original and of which a true translation is contained in the words and figures mentioned in the said Record of the Court of Vice Admiralty of Nova Scotia herein after mentioned, And also produced and read in evidence the copy of the Record of the proceedings in the Vice Admiralty Court at Halifax which is contained in the words and figures following to wit,

Province of Nova Scotia, Cause The Advocate General in behalf of our Sovereign Court of Vice Admiralty Lord the King and William H Byam Esquire Commander of his Majesty's Sloop of War the Bermuda and the Officers and Crew of said ~~Ship~~^{the said Ship} Versus The Schooner Venus Reuben Allen Master 1806 August 11th Petition for Monition filed and entered as follows. Prize Court of Vice Admiralty Nova Scotia 11th August 1806. To the right Worshipful Alexander Croke Doctor of Law Judge or Commissary of his Majesty's Court of Vice Admiralty in the Province of Nova Scotia

The Petition of Richard John Umacke Esquire his Majesty's Advocate and Procurator General who prosecutes in this behalf as well for his Majesty as the Capt^{ns} Officers and crew of his Majesty's sloop of War the Bermuda O Humbly Sheweth

That William H Byam the Captain of his Majesty's said Ship of War has sent into the port of Halifax the Schooner Venus and Cargo whereof Reuben Allen is the Master as prize to his Majesty's said Ship, that the papers and Documents found on board of said Ship have been brought in and lodged in the Registry of this Honorable Court as appears by the usual Affidavit herewith produced. Your Petitioner therefore Humbly prays that the usual process and monition may issue in this behalf and that the Registrar may proceed to take the preparatory Examination and your Petitioner

wille

Richard Jr. Uniacke

Will ever pray

George the third by the Grace of God, of the United Kingdom of Great Britain
of Vice Admiralty Nova Scotia and Ireland, King Defender of the Faith

To James Tutnam Esquire Marshal of the Court of Vice Admiralty for the Province of
Nova Scotia and to his Deputy whomsoever Greeting

Whereas the worshipful Alexander Croke Doctor of Laws, Judge or Commissary of said
Court and in the same Court official Principal and Commissary General and Special
and President and Judge thereof Lawfully constituted and appointed in the Court House
in the Town of Halifax rightly and duly proceeding at the Petition of our Attorney
and Advocate General hath decreed all persons in General who have or pretend to have
any Right, Title or Interest in a Schooner called the VENUS, whereas Reuben Allen now is
or lately was Master, her Tackle Apparel and Furniture and the Goods wares and
Merchandise laden therein taken by our Ship of War the Bermuda W^m R Byam Esquire
Commander, and brought into the Port of Halifax to be monished, cited and called to
Judgment at the time and place hereunder written and to the Effect herein after
expressed (Justice so requiring) We therefore Charge and Strictly enjoin and command
you jointly and severally, that you omit not, but that by affixing these presents on the main
Mast of the said Schooner and by leaving thereon affixed a true Copy hereof, you do
monish and cite or cause to be monished and cited peremptorily all persons in General who
have or pretend to have any Right Title or Interest in the said Schooner her Tackle
Apparel and Furniture, and the Goods wares and Merchandise laden therein
to appear before us or our said Judge or his Surrogate at the Court House in Halifax the
Twentieth day after Service of these presents, if it be a Court Day, or else on the next Court
Day following at Eleven O'clock in the forenoon then and there to shew and allege in due
form of Law a reasonable and Lawful cause if they have any why the said Schooner her
Tackle Apparel and Furniture, and the Goods wares and Merchandise on board the
same should not be pronounced to belong at the time of the Capture of the same
to our Enemies and as goods of our Enemies or otherwise, liable and subject to condemnation
and to be adjudged and condemned as good and lawful Prize and further to do and receive
in this behalf as to Justice shall appertain, and that you duly intimate or cause to be
intimated peremptorily to all persons aforesaid in General to whom to whom by the
tenor of these presents. We do also intimate that if they shall not appear at the time
and place above mentioned or appearing, shall not shew a reasonable and lawful
cause to the contrary, our aforesaid Judge or his Surrogate doth intend and

(Will)

Will proceed to adjudication in the said Capture & may pronounce that the said Schooner her Tackle, Apparel, and Furniture and the Goods Wares & Merchandise on board the same to belong at the time of the Capture to our Enemies, and as Goods of our Enemies or otherwise subject to condemnation the absence or rather contumacy of the persons so cited and intimated in any wise notwithstanding - And you hereby certify us or our said Judge what you shall do in the premises together with these presents - Given at Halifax in our aforesaid Court under the Seal thereof for causes the 11th day of August 1806, in the forty sixth year of his Majesty's Reign. Alexander Cooke Nova Scotia Court of Admiralty - The Collector and Controller of his Majesty's Customs together with the Vice Admiralty - Marshal of this Court or his Deputy, are hereby required to take the Schooner Venus named in the foregoing monition into their joint Custody until further ordered by this Court Given at Halifax the 11th day of August 1806 and of our Reign the Forty sixth. Alexander Cooke
 This monition was duly Executed on the 12th day of August A.D. 1806 by affixing the same to the main mast of the said Schooner, and leaving thereon affixed a true Copy hereof. Cha^s Hill Esq. Marshal Protom.

Allegation in a Prize Cause - Nova Scotia Court of Admiralty
 Schooner Venus, Reuben Allen Master 7th September 1806. - our Sovereign Lord the King against said Schooner Venus whereof Reuben Allen was Master, her Tackle Apparel and Furniture and the Goods wares and Merchandise therein taken and seized by his Majesty's Hoop of War the Bermuda whereof William H Byam Esquire was the Commander and brought into the Port of Halifax and against all persons in General, On which day Rich^d John Umacke Esq. the Advocate and Procurator General for our said Sovereign Lord the King, by all lawful ways and means and to all effects in Law whatsoever alleged pleaded and articulately propounded as follows, to wit,
 First that his Majesty by and with the advice and consent of his Privy Council by an Order bearing date at the ^{Court at the} Queens Palace on the sixteenth day of May in the year of our Lord one thousand eight hundred and three, and by a further order made on the sixteenth day of June in the same year, and also by a further order made on the eleventh day of January in the year of our Lord one thousand eight hundred and Five did declare and order that General reprisals be granted against the Ships Goods and Subjects of the French Republic & against the Ships goods & Subjects of the Batavian Republic, and against the Ships goods & Subjects of the King of Spain, so that as well his Majesty's Fleets and Ships as all other Ships and Vessels that shall be commissioned by Letter of Marque or General Reprisal or otherwise by his Majesty's Commissioners for executing the Office of Lord High Admiral of Great Britain shall and may Lawfully seize all Ships Vessels

And Goods belonging to the French or Batavian republics or to the King of Spain or any persons being Subjects to the French or Batavian Republics or of the King of Spain or inhabiting within any of the Territories of the French or Batavian Republics or of the King of Spain, and being the same to judgment in such Courts of Admiralty within his Majesty's Dominions as shall be duly Commissioned to take Cognizance thereof

And further the said orders in Council did direct that Commissioners should issue and Commissions did accordingly issue under the Great Seal of Great Britain authorizing the Commissioners for executing the Office, or Lord High Admiralty to will and require the high Court of Admiralty of Great Britain and the Lieutenant and Judge of the said Court his Surrogate or Surrogates, as also the several Courts of Admiralty within his Majesty's Dominions which shall be duly Commissioned to take Cognizance of and judicially proceed upon all and all manner of Captures Seizures Prizes and reprisals of all Ships and Goods that are or shall be made and to hear and determine the same according to the course of Admiralty and the Law of Nations to adjudge and condemn all such Ships - Vessels and goods as shall belong to the French or Batavian Republics or to the King of Spain or to any persons being Subjects of the French or Batavian Republics or of the King of Spain or inhabiting within any of the Territories of the French or Batavian Republics or of the King of Spain, and this was and is true public and notorious and the party proponent doth allege and propound every thing in this and the subsequent Articles contained jointly and severally. Secondly that the said Schooner Venus whereof the said Reuben Allen was Master and the Goods wares and Merchandize on Board the same was on or about the twenty sixth day of July in the year of our Lord one Thousand eight hundred and six Seized as prize by his Majesty's ship of War the Bermuda W^m A Byam Esquire Commander were at the aforesaid Seizure thereof belonging to the French or Batavian Republics or to the King of Spain or to persons being Subjects of the French or Batavian Republics or of the King of Spain or inhabiting within any of the Territories of the French or Batavian Republics or of the King of Spain and as such otherwise liable to confiscation and ought to be confiscated and condemned to our Sovereign Lord the King, and that it ought to be further adjudged and decreed that the said W^m H. Byam, Esquire the Commander of his Majesty's said Ship of War the Bermuda and the Officers and Crew on Board the Ship under his Command were and are the Captors thereof and the party proponent doth allege and propound as before.

Thirdly, that all and singular the premises were and are true public and notorious, and thereof there was and is a public voice and Fame & report of which legal proof being made the party proponent prays right and justice to be effectually done and administered in the premises by you the Right Worshipful Alexander Brodie Doctor of

Of Law Judge or Commissary of his Majesty's Court of Vice Admiralty in the Province of Nova Scotia or your lawful surrogate and that the said Schooner Venus whereof the said Reuben Allen was Master her Tackle Apparel and Furniture and all and singular the goods wares and Merchandizes on board the same taken and seized as aforesaid be pronounced to belong at the time of the aforesaid seizure to the French or Batavian Republic or to the King of Spain or to some person or persons being subjects of the French or Batavian Republics or of the King of Spain or inhabiting within the Territories of the French or Batavian Republics or of the King of Spain and as such or otherwise liable to confiscation and Condemnation and that it may be pronounced decreed and declared that the said Schooner her Tackle apparel and Furniture, and the goods wares and Merchandize taken therein did belong to the enemies of the Crown of Great Britain, and that the said Schooner, her Tackle apparel and Furniture and the Goods wares and Merchandize taken on board the same be adjudged and condemned as good and lawful prize accordingly. Rich^d. In: Uniacke Pro^r. to Adv. Gen^l.

Province of Nova Scotia The Venus - Reuben Allen, Master

Court of Vice Admiralty The claim of Reuben Allen of Boston in the State of Massachusetts, mariner, a citizen and subject of the United States of America and Master of the said Schooner Venus for and on behalf of Elijah Let Loua and others of Weymouth in the State of Massachusetts, Merchants, Directors of the Weymouth commercial Company also Citizens and Subjects of the United States of America the true lawful and sole owners and proprietors of the said Schooner Venus her Tackle Apparel and Furniture at the time of her capture by his Majesty's Sloop of War Bermuda, William Henry Byam Esquire Commander and brought to Halifax, for the said Schooner her Tackle Apparel and Furniture as the sole property of American Citizens, and as aforesaid; also for and on behalf of John Carrere of Baltimore in the State of Maryland, Merchant, a citizen and Subject of the United States of America the true lawful and sole owner of the cargo of the said Schooner Venus consisting of Sugar Cotton and Cocoa laden on board the said Schooner at the capture aforesaid for the said Sugar, Cotton, and Cocoa, the sole property of an American Citizen and as aforesaid, also for and on behalf of himself the Claimant for his private adventure consisting of four hogsheads of Indigo laden on board the said Schooner at the capture aforesaid for the said four hogsheads of Indigo as the sole property of an American Citizen and as aforesaid, and for all such freight, costs, charges, Damages, Demurrages, and expences as have arisen or shall or may arise by reason of the capture and Detention of the said Schooner. Reuben Allen

Shaw Clark proctor. James Stewart Advocate

Province of Nova Scotia The Venus. Reuben Allen Master

Court of Vice Admiralty Appeared personally Reuben Allen of Boston in the State of Massachusetts, mariner and made Oath that he is a citizen and Subject of

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of the United States of America and was Master of the said Schooner Venus at the time of her capture by his Majesty's Hoop of War Porpoise William Henry Byam Esq. Commander that the said Schooner doth belong to Eliphalet Low and others of Weymouth in the State of Massachusetts Merchants Directors of the Weymouth Commercial Company Citizens and Subjects of the United States of America that the said Schooner was built at East Haddam in the State of Connecticut by Athins and Smith and purchased by the said Eliphalet Low and others the Directors of the Weymouth Commercial Company as aforesaid that in the month of June last the said Schooner being at Baltimore in the State of Maryland was freighted by John Carrere of Baltimore aforesaid Merchant a Citizen and Subject of the United States of America and the Cargo now on board of her was shipped by the said John Carrere at Baltimore aforesaid for and on his own account and risk, as this Deponent understood to be transported from thence to Bordeaux and this Deponent doth believe that the greater part if not the whole of the said Cargo belongs to the said John Carrere, and his reason for believing so is from the whole of the Cargo having been shipped by him and from the different vouchers accompanying the property, but as he has no other knowledge of the Cargo than what he has stated he begs leave to refer to the papers found on board the said Schooner at the time of capture aforesaid. And this Deponent further saith that since the capture of the said Schooner and her arrival in the Port of Halifax he has been informed that a Letter has been discovered among the papers found on board the said Schooner by which Letter it appears as this Deponent is given to understand that the said John Carrere is not the owner of the whole of the said Cargo, that this Deponent has not seen the said Letter nor has he any knowledge thereof, except by information as aforesaid and he does most solemnly aver and declare that he is totally ignorant of any Contrivance whatever of the said John Carrere or any other person to conceal the truth relative to the said Cargo, that he never heard the said John Carrere or any other person say any thing that gave ^{him} the most distant reason to suppose that the whole of the Cargo was not the Property of the said John Carrere and he doth verily and truly believe at the time he left Baltimore that all the papers and Letters delivered to his care were true genuine and Authentic and he positively declares that he never knew or heard of any Letter being on board the said Schooner by which any fraud or concealment with respect to either Schooner or Cargo was intended and if any such then ^{he does} ~~he~~ most earnestly aver under Oath that he is totally ignorant thereof and has no concern whatever in any trick Contrivance or management relating to it. And this Deponent further saith that there were on board the said Schooner at the time of her

(Capture)

Capture of said four Schoons of Indigo his the Deponents private adventure which are the sole and exclusive property of this Deponent and were purchased by his agent at Baltimore of one Hugh Thompson and shipped on Board said Schooner at Baltimore aforesaid on his the Deponents own sole account, and Risk, that he sailed from Baltimore in and with the said Schooner on the seventh day of July last bound to Bordeaux and being in the prosecution of that Voyage was captured as he hath above related. He also saith that the said Alphalet Loud and others directors of the Weymouth Commercial Company aforesaid and the said John Carrere are Citizens and Subjects of the United States of America and that to the best of Deponents knowledge or belief no person or persons being a Subject or Subjects of France, Spain, Italy, or the United Provinces or inhabiting within any of the Territories of France, Spain Italy or the United Provinces nor their agents or Factors nor any other Enemies of Great Britain had at the time of the said Capture or now have directly or indirectly any right Title or Interest in the said Schooner her Tackle Apparel and Furniture or her Cargo or in any part thereof. And Lastly that the claim hereunto annexed is true and just claim, and that he shall be able to make due proof thereof as he the Deponent verily believes —

Reuben Allen

Sworn the 3^d September 1806 Before Charles Morris Registrar

New Scotia Court of Commutation of Reuben Allen Master of the Schooner Vice Admiralty. I Venus on the Standing Interrogatories

- 1 Answer to the first. He was born at New Bedford in the State of Massachusetts. He has lived the last fourteen years in Boston, that place is his present home, he is not a Burgher of any place, He is a subject of the United States, he is married his family live in Boston
- 2^d He was present, she has no Commission
- 3 She was taken in the Longitude of 47. Latitude of 41. or thereabout on the 26th last July. The Captors told him their pretence for seizing him was on account of his having colonial produce on board, she was brought into Halifax, she sailed under American Colours, she had no others on board, she made no resistance, she was taken by the Bermuda, Byam Commander he saw no other Vessel of War in sight
- 4. Deponent is Master his name is Reuben Allen, Joseph Tyrell an Agent for the owners of the vessel gave him the command. He took the command in Boston in July about two years ago. —
- 5. She is 113 some odd 95th Tons she had seven hands in all they are Americans. principally they were shipped by Deponent in Baltimore the first of last July
- 6. He owns an adventure of four Schoons of Indigo, none of his people have any part or share in the vessel or her Cargo, he was the Master of her, he has known her about two years,

(He)

He first saw her in Boston, she was then quite new and had never been to sea only to come from Connecticut (where she was built) to Boston in the United States.

7^o Her name is the Venus she has always gone by that name, she has a passport and sea Letter, and all her regular papers, the Mediterranean pass and Register were obtained at Boston, her sea Letter from the Custom House from the custom-house at Baltimore, her present Voyage commenced at Baltimore and it was uncertain where it was to have ended, but he was to have carried his present Cargo to Bordeaux, and on delivery of it to the consignees, he was at liberty to proceed wherever he could procure the best freight. She took in her present Cargo the latter end of last June, she was loaded while Deponent was absent at Boston - Her Cargo consists of Sugar Cotton and Cocoa, She sailed from Baltimore the seventh of last July, bound to Bordeaux in France, her last Voyage before this commenced in Baltimore she loaded then in the beginning of last November with a cargo consisting of Sugar and Coffee, she sailed from Baltimore on that Voyage the 24th of that month bound to Bordeaux she arrived there some time in January last, and then discharged that Cargo and took in a cargo of Claret wine and other Goods but the chief part of her Cargo was Claret wine, she sailed from Bordeaux with that Cargo some time in April last bound to Baltimore, and arrived at Baltimore the last of May or beginning of last June and then discharged that Cargo, she has been always under the management and Direction of this Deponent to make the most of her by carrying cargoes on freight for the benefit of his owners, He corresponds with Eliphaz Loud of Weymouth near Boston who is the agent of the owners of the vessel, she was built on the Connecticut River.

8^o Her Cargo on her last Voyage to Bordeaux consisted of Sugar Coffee and Cotton but how much of each article he does not know, her present Cargo consist of Sugars Cotton and Cocoa. for the particulars he refers to the Bills of lading and Invoices he has given up to the Captors.

9^o Mr. Eliphaz Loud the Agent he has named is a part owner, there ~~is~~ are several other owners, their names are all on the Register, he knows them to be the Lawful owners from the Register, they are all Americans, live in Weymouth about fourteen miles from Boston he thinks they the have lived there all their Life they are townsmen & land holders there, he knows that several of them are married and that their wives and children live at that place. they are subjects of the United States

10th He never saw the Bill of Sale. 11th The present Cargo was all shipped at Baltimore in the absence of this Deponent, he employed his agent Mr. John Sherlock of Baltimore to obtain a freight for Deponent which he did

12th The whole of the present Cargo is the property of John Carrere Merchant of Baltimore. He does not know what Country Mr. Carrere is of by birth, or how long he has lived at Baltimore, but on Deponents asking him whether he had any other person concerned with him in the Cargo he replied him not, that the whole of it was his own property, that his Character was well established as a Merchant, that he was well known in England, that he had a ship or two employed in the Liverpool trade, that he was also known in Halifax, he is married, his Family live in Baltimore, - but how long he has lived there he does not know, but believes he is a Subject of the United States.

Deponent swears positively that from what he has heard and from the papers he firmly believes Mr. Carrere will become the ^{sole} exclusive owner of the Cargo if restored, and unladen at the destined port except his own adventures. - 13. There were two Bills of lading one for the Cargo, and one for his own adventure, they were ^{true} and fair Bills. he gave them all up to the Captains. -

14. Not that he knows of. - 15. There was no Charter party, freight was to have been paid according to Bills of lading. - 16. She had her Register - Sea Letter - Mediterranean pass, Ship's articles, Bills of lading, with Certificate of property attached Rolls of Equi page with a Letter from the French Consul to the minister of the Interior at Bordeaux, Log Book, and a paper or two, one a protest of this Deponent concerning some embezzlement made by his people, the last voyage, an Invoice of his property there were none burnt, torn, thrown overboard, destroyed or cancelled, ^{concealed} or attempted to be concealed to his knowledge. -

17th He has often been overhauled and examined by British Cruizers but never detained before. - 18th He has not sustained any loss as yet. - 19th He knows nothing in regard to Insurance. -

20. The present Cargo was to have been sold for the account and benefit of Mr. Carrere. 21st He does not know what Country produce the present Cargo is, or the last

She carried out or when it was imported into Baltimore or the United States, but supposes it might have been brought in some of Mr. Carreres Vessels as he heard the mate say that he supposed part of it was brought from the West Indies in Mr. Carreres Vessels, and he knows Mr. Carrere has vessels that trade to the West Indies. -

22^d He thinks the whole of the Cargo was taken in at Mr. Coles Wharf at Tells Point, it was brought there in trucks and lighters, he believes part of it came out of Mr. Coles store. He does not know where the remainder came from. - 23. Not that he knows of. -

24. None that he knows of. - 25 Bulk has not been broken. 26. there were nine passengers on Board, an American Gentleman and a Lady, a French Gentleman, his name he does not know, the American Gentleman name is Tufts, there were three French Sailors. The French Consul of the United States paid their passage, another French Gentleman and two Lads the Parents of one of the Lads had been massacred at St. Domingo and the Gentleman had taken the Lad into his own family, they all come on Board at Baltimore

(and)

And were going to Bordeaux one of the French Gentlemen had been taken by the English was on parole and going to France. He swears positively that they have no Interest or concern directly or indirectly in the Vessel or any part of her Cargo, no British Subjects on Board that he knows of - 27th He firmly believes all the papers that respect the Vessel or her Cargo are true and save in every particular, he knows of no matter or circumstance to affect the Credit, of any of them - his people have all got protections.

28th He has not written or signed any Letter or paper concerning the Vessel or Cargo except the ships Articles and bills of lading - 29 - He was steering for Bordeaux, she never altered her course - 30 - He is knowing to the buying of the Vessel, the present Owners - bought her of a Mr. Athins and Mr. Smith of Connecticut River, They gave forty four hundred and fifty dollars

Reuben Allen

Sworn to before me the 11th August 1806. Charles Morris Registrar for her which he believes was a fair price for her, He firmly believes she will become the property of the present Owners - of Restored, 31st She had no Guns, arms, ammunition or warlike, or naval stores on board, - 32nd He knows nothing more than he has already mentioned concerning the Vessel, or Cargo.

Answer to the first additional Interrogatory She never sailed under Convoy to his knowledge - Answer to the second

She never attempted to enter any Blockaded port, his orders were never to enter or attempt to go near any port under Blockade. Sworn to and acknowledged before me 11th August 1806. Charles Morris Registrar, Reuben Allen

Nova Scotia, Court of Commiſſion of Samuel Ball, Mate of the Schooner Venus Vice Admiralty } upon the standing Interrogatories. Answer to the first

He was born in the State of Massachusetts he has lived the greatest part of the last seven years in Baltimore that place is his home - He is a subject of the united States he is not a Burgher of any place, He is not married. 2^d He was present, she has no Commission 3^d She was taken in the Longitude of 47, latitude 43, or thereabouts on the 26th day of July last, she was seized as he supposes, because they were bound to Bordeaux, She was brought into Halifax, she sailed under American colours, she had no others on board She made no resistance, she was taken by the British Sloop of War Bermuda, There was no other Vessel of War in sight - 4th The Masters name is Reuben Allen, he has known him about four or five months, the owners of the Vessel in Boston gave him the command, He is the only man that ever commanded her, he does not know the time or day he took Possession, it was along time before Deponent knew him, The Captain lived in Boston he was born in New Bedford as he told Deponent, He is married, His wife and Family live in Boston 5. She is a 114 Tons, she had seven hands in all belonging to the Vessel, they are all Americans except one, and that one he does not know - (whether)

Whether he is an American or not, they have all protections, the Captain shipped them all in Baltimore on the third day of July last. 6. The Deponent has no Interest or property in the vessel or her Cargo. The Captain owns four Teroons of Indigo, none of the rest of the crew have any Interest or concern in the vessel or her Cargo, Deponent, was mate of her, he has known the vessel since last February, he first saw her in Bordeaux in February last, It was either the last of January or the first of February, she was built at East-Adam on the Connecticut River 7. Her name is the Venus, she has always gone by that name, he does not know any thing about her papers, her present Voyage began in Baltimore, she loaded in Baltimore between the middle and twentyfifth of last June with her present Cargo, consisting of Sugars Cotton and Cocoa, she sailed from Baltimore, the seventh of last July bound to Bordeaux, and back again to Baltimore or Boston when he supposed the Voyage would have ended, Her last Voyage was from Baltimore to Bordeaux, and back to Baltimore, Deponent had shipped in another vessel called the Elizabeth from Baltimore to Bordeaux, but having differed with the Crew of that vessel upon her arrival at Bordeaux and entered on Board the Venus, she was then unladen, Deponent does not know what Cargo she carried out on her last Voyage but her Cargo home to Baltimore was chiefly wines and a few small boxes of Goods. He thinks a gentleman by the name of Sherlock (a correspondent of the owners who lives in Baltimore, has managed her concern for them) he does not correspond with any persons in regard to her concerns, she was built at East Haddam on Connecticut River. 8. She has eighty five hogheads, and twenty three Barrels of Sugars, Three hundred and eight Bales of Cotton, one hundred and one Bags of Cocoa, and the Captains adventure of four Teroons of Indigo, if there is any more or any less of Cargo than he has mentioned it must have slipped his memory. 9. He does not know the names of the owners of the vessel but has heard & believes they all live in Weymouth near Boston about 14. miles from that place. He believes they were all bred and born there, that they are married and living there with their Families, and are Subjects of the United States. —

10. He never saw any Bill of Sale. — 11. The present Cargo was all shipped at Baltimore

12. The whole of the Cargo except the Captains adventure, was shipped by Mr. Carrere Merchant of Baltimore. Deponent does not know what Countryman he is, but that he lives at Baltimore and carries on trade and business there, has a wife and Family living there, Deponent has known him to reside there with his Family, the last seven years, but how much longer he does not know, but has heard and believes he has been an established Merchant at that place a great number of years, and a Citizen of the United States, He does not know where Mr. Carrere lived prior to his residence in Baltimore.

Deponent has no other knowledge or opinion about the Cargo, than that the whole is the property of Mr. Carrere as he shipped it and that the whole was to have been sold for his Benefit, at Bordeaux. Deponent is clear and positive it will be the property of Mr. Carrere, as he told him it was his, ~~and charged~~ and charged the Deponent at the Time of his taking the Sugars out of Mr. Coles store at Fells Point to keep the Casks

The

The same side down on board as they stood in the Stores to prevent the drainings or dissolved
 parts of the Sugar from passing thro' the Body of it again, which would have been the case
 if the basks had been reversed, 13th. He does not know how many Bills of lading
 there were, 14th. Not that he knows of, 15th. There was no Charter Party, 16th.
 He knows nothing of her papers, there were none torn, burnt, thrown overboard
 Destroyed or cancelled, concealed or attempted to be concealed to his knowledge he knows of
 no reason whatever for the destroying or concealment of papers, 17th. She was never
 stopped or detained before that he knows of, 18th. He has not sustained any Loss as
 yet that he knows of, 19. He knows nothing in regard to the Insurance, 20th.
 If she had arrived safe at Bordeaux the whole of the Cargo, except the Captains
 Adventure would have been sold for the benefit of Mr. Carrere, 21st.
 He declares by the Oath he has taken that he does not know of what Country the
 Cargo is the Growth or produce, or when or in what manner it was conveyed to Baltimore
 he is intirely ignorant, except that he once heard Mr. Carrere say, that when he bought the
 Sugars, he was cautious to keep the same side of the bask down as they lay on in the
 Vessel he bought them out of, 22^o. The Cotton and Cocoa was brought in Shows or
 Stacks from the Town of Baltimore down to Fells Point he now recollects that the Cocoa
 came in Waggon. The Cotton came from one Store in Baltimore, and he thinks the
 Cocoa came from the same, but is not positive, he does not know who owns the Store,
 the Vessel took the whole Cargo in at Coles Wharf, 23^o. Not that he knows of
 24^o. Never to his knowledge, 25. Bulk has not been broken, 26^o.
 They had three Men passengers and one Lady and two Laas and three French
 Sailors passengers who were put on board by the French Consul, they had no interest
 or property in the Vessel or Cargo and nothing on board except their Cloaths and Trunks
 they came on board at Baltimore and were going to Bordeaux, He does not know their
 Names, rank, Profession or Occupation, two of them were going for their education to
 France, 27^o. He knows nothing of their papers, he thinks the people have all
 got protections, 28th. He has not wrote or signed any Letter or paper concerning
 the ship or her Cargo except the ships Articles, 29. She was steering for Bordeaux
~~and~~ she never altered her course, 30. He knows nothing about the buying or
 selling of the Vessel but from all he has heard he believes that if she is restored she
 will become the property of the persons he had already named, 31^o.
 She had no Guns Arms, Ammunitions or warlike or Naval Stores on board
 except the Captains Fowling piece, 32. He knows nothing more than he has already
 mentioned. Answer to the first additional Interrogatory
 She never sailed under Convoy, second she never attempted to enter any
 Blockade port

Samuel Ball

Sworn

Sworn to before me the 12th August 1806. Charles Morris, Registrar
 Nova Scotia Court of, Examination of Francis Xavier Bougeau passenger on board
 Vice Admiralty, The Schooner Venus, upon the standing Interrogatories. —
 Answer to the first. He was born in Montpeller in France, ever since he was liberated after
 his being captured near Alexandria in Egypt by Sir Harry Smith he has been engaged in
 affairs of commerce as a private individual until eighteen months ago he was compelled
 by Government of France to serve in a National Corvette called the Naïad until the time of
 her capture by the British frigate Jason when he was sent to Barbadoes to be exchanged ^{and was exchanged}
 and then went to Martinique and from thence he was ordered to go to France by the way of the
 United States to be examined concerning the capture of the Naïad. He is a subject of the
 Emperor of France. He is not a Burgher of any place, he is married, his family at present reside
 in Toulon but Marseilles is his place of residence in time of peace. —
 2^d He was present at the capture, she has no commission that he knows of. —
 3. — She was taken near the Grand Bank of Newfoundland about 17 days ago, he does not
 know the cause of seizure, she was carried into Halifax, she sailed under American
 colours, she had no others on board, that he knows of, she made no resistance, she was taken
 by the British Corvette her name he does not know. 4th — The Captain, name is Allen,
 he has only known him one day before he embarked on board her, on her present voyage
 He does not know who gave him the command, nor when he took possession, or where
 Born or where he lives, he supposed him to be a subject of the United States, he does not
 know whether he is married or not. * 5. — He thinks she is 114 Tons, she had four
 hands, besides the Captain and mate they speak English, but he does not know
 what country they are of, or when or where shipped or by whom, he found them on
 board when he took passage in the vessel. 6. He had no property in vessel or cargo
 except his cloaths, and no other person has any to his knowledge. 7. Her name is the
 Venus. He does not know how long she has gone by that name, He knows nothing of
 her papers or any voyages she was engaged in, he only knows she was going to Boideaux
 and that he took passage in her to go to that port, He does not correspond with any
 person in regard to her concerns, he does not know where she was built. —
 8th He does not know what her Cargo consists of it was all on board when he took
 passage in her. 9th He does not know who owns the vessel. —
 10 He never saw any Bill of sale. 11th He did not see her Cargo taken in but supposes
 it was shipped at Baltimore. — 12th He does not know who owns the Cargo
 13. — He knows not. — 14. Not that he knows of. 15. none that he knows of
 16. — He is entirely ignorant. 17 Not that he knows of. 18. He has not sustained
 (any)

Any loss as yet - 19. He does know of any Insurance - 20. He does not know. 21. He does not know what Country grew the Cargo. 22. He does not know. 23. Not that he knows of
 24. None to his knowledge. 25. Bulk has not been broken. 26. - He was a passenger only he came on board at Baltimore and was going to Bordeaux. he was Ensign De Vesseu - of the National Corvette Nevaide, which Vessel was captured by the British Frigate Jason, there where four or five other passengers they had no interest or property in the Vessel or Cargo, one of them is named Toumonrn he had been from Brest in France to Martinique. he had left Brest in his youth and was going back again, he had no Commission, There is a young Lad going to Paris for his Education, the rest were going to Bordeaux, he does not know on what Business - 27. He knows nothing concerning her Papers - 28. He has not, 29. - She was steering for Bordeaux, she never altered her Course
 30. He knows nothing about the buying or selling of the Vessel or whose property she will become if restored, 31. She had no Guns, Arms or Ammunition or war like or Naval Stores on Board. 32. He knows nothing more than he has already mentioned
 Answer to the first Additional Interrogatory. He is Ignorant - (second),
 He does not know

J. H. Bougeau

Sworn to before me, the 4th August 1806 Charles Morris Registrar
 faithfully interpreted Louis Meyangau sworn Interpreter

X Exhibits No. 6. Shipped in good order and well conditioned by John Carrere in and upon the good Schooner called the Venice whereof is Master for this present Voyage Reuben Allen, and now riding at Anchor in the port of Baltimore and bound to Bordeaux to say - J.C. No. 1 to 44 Forty four hogheads Clayed Sugar
 1 to 39. 41. 42. Forty one hogheads brown ditto. One hundred and one Bags Cocoa
 Twenty three Barrels Clayed Sugar - T. E. Two hundred and seventy Bales of Cotton
 S. B. Thirty eight Bales of Cotton going for the account and risk of the Shipper, Merchant of Baltimore and a Citizen of the United States of America. being marked and numbered as in the margin and are to be delivered in the like good order and well conditioned at the aforesaid Port of Bordeaux, the danger of the seas only excepted, unto Mr John Duvernoie or to his assigns, he or they paying freight for the same goods, four hundred and Ninety nine pounds, six shillings and six pence Sterling with five per cent thereon for primage - In Witness whereof the Master or pursuer of the said Schooner hath affirmed to three Bills of lading all of this Tenor and dates one of which Bills being accomplished the other to stand void. Dated Baltimore June

1806

Reuben Allen

No. 7. United States of America, State of Maryland to wit,

Samuel

Samuel Herett, Notary Public by Letters Patent under the Great Seal of the State of Maryland duly commissioned and qualified residing in the City of Baltimore in the State aforesaid do hereby certify, attest and make known that on the day of the date hereof, before me personally appeared John Carrere of the same City merchant, and made Oath, that all and singular the Goods and Merchandizes specified in the annexed Bill of Lading and by the said John Carrere here shipped on board the Schooner Venus, whereof is Master Reuben Allen and destined for Bordeaux are the actual and bona fide property of the said John Carrere and are so as aforesaid shipped for his sole account and risk and Benefit, That he the said John Carrere is a Citizen of these United States and a resident Merchant of the City of Baltimore, and that no Citizen or Subject of the present Belligerent powers or any person residing within or inhabiting any of their Dominions Colonies Territories or Dependencies hath any part share or Interest in the said Shipment either directly or indirectly or will have in the issues or profits thereof. And I Notary do further certify that the said John Carrere is a Citizen of these United States and a resident merchant, in the City of Baltimore to me long known and worthy of the fullest faith and credit. In Testimony whereof the said Deponent hath herunto subscribed his name and the said Notary have herunto set my hand and affixed my Notarial seal the Twenty eighth day of June in the year of our Lord one Thousand eight hundred and six Samuel Herett
 John Carrere Not Pub.

X No 8 Shipped in good order and well conditioned by Reuben Allen in and upon the good Schooner called the Venus whereof is Master for this present Voyage Reuben Allen and now riding at Anchor in the harbour of Baltimore and bound to Bordeaux. To say
 R.E. 4 Seroons Indigo. Four Seroons Indigo the property of the Shipper a Native Citizen of the United States of America being marked and numbered as in the margin and are to be delivered in the like good order and well conditioned at the aforesaid Port of Bordeaux, the danger of the Seas only excepted unto Mr. John Du Ballot or to his Assigns, he or they paying freight for the said Goods. Nothing. In Witness whereof the Master or purser of the said Schooner hath affixed to three Bills of Lading all of this Tenor and date one of which Bills being accomplished the other to stand void, dated in Baltimore, this second day of July 1806 Reuben Allen

No 9. United States of America State of Maryland, to wit,
 X Samuel Herett Notary Public by Letters patent under the Great Seal of the State of Maryland duly commissioned and qualified residing in the City of Baltimore in the State aforesaid do hereby certify, attest and make known that on the day of the date thereof, Before me personally appeared Reuben Allen of the Schooner Venus of Weymouth Master in the Commonwealth of Massachusetts and made Oath that
 The

The four Scoons of Indigo, the property of the Shipper specified in the Bill of lading annexed and hereby him shipped on Board the Schooner Venus whereof he is himself Master and destined for Bordeaux are the Actual and bona fide property of this Deponent and shipped as aforesaid for his sole Account usque and benefit that he the said Reuben Allen is a Native Citizen of the United States and that no Citizen or subject of the present Belligerent Powers and no person residing within or inhabiting any of their Dominions Colonies Territories or Dependencies hath any part share or Interest in the said Indigo either directly or indirectly or will have in the issue or profits thereof. And I Notary do further Certify that the said Reuben Allen is a Citizen of these United States, to me known and worthy of Credit. In Testimony whereof the said Deponent hath hereunto subscribed his name. And I the said Notary have hereunto set my hand and affixed my Notarial seal the second day of July in the year of our Lord one Thousand eight hundred and six.

Reuben Allen

Samuel Sterrett Not. Pub.

No 10. Report and manifest of the Cargo laden at the Port of Baltimore on board the Schooner Venus, Reuben Allen Master bound for the Port of Bordeaux.

mark	number	Sackages or Articles in Bulk	contents or quantities	value at the port of Exportation	
				dollars	cents
J. C	100 44	Forty four hogheads Clayed Sugar wt	451 .. 0 .. 11	5958	6
	100 39	Forty one hogheads brown ditto	397 .. 3 .. 10	4077	59
	41 42	Twenty three Barrels claya d ^o	41 .. 3 .. 20	572	68
J C	...	One hundred and one Bags Cocoa	120 17 8	4474	48
TF		Two hundred & Seventy bales cotton	27303		
SB		Thirty eight Bales cotton	3870	8023	25
RE		Four Scoons Indigo	405	1113	75
		Reuben Allen		\$24,219	73

District of Baltimore I Reuben Allen Master or commander of the Schooner Venus bound from the port of Baltimore to Bordeaux, do solemnly, Sincerely and truly swear that the manifest of the Cargo on board the said Schooner Venus now delivered by me to the Collector of this District and subscribed with my name contains according to the best of my knowledge and belief a full just and true account of all the Goods wares and Merchandize now actually laden on board the said Vessel and of the value thereof, and if any other Goods wares or Merchandize shall be laden or put on Board the said Schooner Venus previous to her sailing from this port I will immediately report,

Report the same to the said collector. I do also swear that I truly believe the duties on all the foreign Merchandize therein specified, have been paid or secured according to Law and that no part thereof is intended to be re-landed within the United States, and that if by distress or other unavoidable accident, it shall become necessary to re-land the same, I will forthwith make a just and true report thereof to the collector of the Customs of the district wherein such distress or accident may happen, so help me God. Sworn the 2^d July 1806. Reuben Allen

Before W. Purviance Clk. Nat. Ramsey. Nav. Officer

N^o 25 M John Duhalley at Bordeaux Baltimore 4 July 1806.

Sir The purpose of this letter is to acknowledge the receipt of yours dated 25th April which I have not time to answer by this opportunity, but shall do so very speedily. I have the Honour to be Sir your most hum. Serv^t Manick

My Dear D^r I shall not trouble myself with writing you at great length by this opportunity. I have no letter of yours to reply to, as you suppose me set out for your place. Friend R communicated to me the substance of your letter of 17th April, which partly concerns me. In the Hoghead N^o 36, under the tail of the I you will find in the head the authenticated copy of the discharge upon Security of the Shipment at the Isles of France of the C^k the original was was sent you by Friend R with whom you will settle for the 101 Bags cocoa on Board the Venus the freight of which on the back of the Bill of lading is £37^{..} 5^{..} 1. add to this 5th Cent. coverage damage and it will give the amount of the freight of that article. The 23 Barrels of sugar belong to James Chaytor and the freight is £13^{..} 17^{..} 10 which you will place to his account. The remainder of the Goods is mine, you will give me credit for the nett produce of these 23 Barrels you will perceive by the enormous freight which I am obliged to pay for the Venus the difference between New York and this place. R informed me that the freight from your ~~place~~ ^{Port} to New York was only 45^{/-} Sterling. God grant that my Vigilant which was spoken with half way over, after being 12 days at sea, may have arrived in safety, and that her cargo may have come to a tolerable market. If the Venus should also be lucky you will have according to my calculation, a large sum of mine in your hands and my last will is that you freight the Venus if indeed you can procure that small vessel for the current freight, and that you load her without loss of time for my account with good new wine, In Hogheads with two Iron Hoops, and only 8 or 10, hogheads of Superior old wine, 500 Cases red wine well bin flavoured Port wine and good, not to come higher than from 12 to 13, 10^{/-} 500 cases white wine well fined and good and at the same Price 100 Tierces white wine well fined, 100 Boilers assorted in their Dimensions 200 Baskets Oil of the very first Quality, 200 Boxes of Fruits in Vinegar, 100 ~~Cases~~ ^{Baskets} of fruits in Brandy, some Corks long and Superfine none other some Bags of Corks for Demi-johns - some Demi-johns 50 pipes of Good Brandy

(Sake)

some Trunks of neat womens Shoes, they should be a little more covered and the ends not pointed
 and in fine if there be a surplus of Sunas send me wide and narrow Britannias super fine of the
~~Butter fly~~ ^{Butter fly} ~~of the~~ ^{of the} ~~thru~~ ^{thru} ~~or~~ ^{or} ~~at~~ ^{at} ~~a~~ ^a ~~Capiton~~ ^{Capiton} the finest of Lawn, in short an Assortment of fancy goods
 of the first fashion proper for the Consumption of this Country, or of the Colonies for to see
 here is, in my Opinion a good thing & see our shop keepers oblig'd to go to New York, to
 procure such goods of which Richana must have given you accurate information, if there be
 X no appearance of peace, freight charge Vessel, and force the Article of wine Boilers in fine
^{commodities} ~~articles~~ fit for the Colonial markets, if on the contrary there be a probability of peace, confine
 yourself to sending only Brandy, fill the ^{les faux rangs avec du cognac.} void places with Boxes— I will not draw upon
 you and I entreat you to remit me by one or more Vessels you shall freight the whole of my
 X property, but in gods name lose not a moment, if peace should be concluded one might lose ones
 Capital on wine &c. whereas Brandy would rise give me speedy notice, and antedate in
 those informations the probable departure of Vessels that the insurance may be obtained on easier
 Terms as to premium on account of the season. In freighting a vessel send me by her an account
 or accounts of sale of Goods Enhance the prices of the sale that the remittances you make me
 may appear to be the returns of Goods which I have consigned to you, for a vessel on
 freight, is more liable to be taken than mine are, and the Court of Halifax is abominable
 for instance the goods by the Vigilant will appear the returns of the outward Cargo and the goods
 of the Vessel to be freighted will appear the Balance of the Vigilant and the produce of the
 goods of the Brig Hanna and the Venus, but take care to make all the papers which shall
 come by the Vigilant tally with those of the Vessel you freight, for it may be possible those
 two Vessels may be carried to Halifax and in that case it would be requisite that the
 whole should be consistent, write to La Manicle. Do not expose papers in the mails; put
 in them only the discharge on Security and take not upon you the Charge of Letters
 which require concealment, I send you a Letter for Ch and O Durand, I wish to
 hear that you have finished with them for my Concern. The Robert is not yet arriv'd
 here nor the Vessel in which comes the Dear Uncle. R has promised to bring him
 here immediately on his arrival, I shall have much pleasure in embracing
 these two good friends, you will act with great Caution in respect to the nature
 of the returns, Inform yourself correctly whether there be not a probability of
 peace for I repeat it wine might ruin me. The Brother of the Physician
 Chataud will call upon you for some money to pay for some Books which he
 has ordered of him, pay the demand, place it to my account, remit me a note of it
 and send the Books to me. On second thoughts peace or war if Brandies be at
 a low price in a word such as calculating all Charges, freight, insurance and duties
 here

D \$13			\$5958 - 6
No 1 to 39. 41 Hogheads Brown Sugar weig as follows			
No	1-11-1-18	12-11-3-0	23-10-2-7
	2-11-1-11	13-10-3-0	24-10-3-7
	3-11-0-0	14-11-1-21	25-11-0-11
	4-11-2-11	15-11-1-14	26-10-2-21
	5-12-0-21	16-11-1-7	27-10-3-21
	6-11-2-7	17-11-2-11	28-10-3-7
	7-11-3-0	18-10-2-14	29-11-0-14
	8-11-1-0	19-11-0-7	30-11-0-0
	9-11-1-21	20-10-2-21	31-11-0-14
	10-11-3-0	21-10-3-7	32-10-2-14
	11-11-0-14	22-10-3-21	33-11-1-14
	126-1-19	122-1-11	120-0-18
			126-1-19
			456-2-21
			48-3-20
			407-3-1

D \$10			4077 = 59
23 Barrels Blazed Sugar weig 48-0-18			
		Jare 4-0-12	
		44-0-6	\$13
			572 68
101 Bags Caracas cocoa weig 1278 1/2 @ 35 cents			4474 40
T.E.	270 Bales cotton w.g	28,109	} 32,093 @ 25 cents,
S.B.	38 Bales do	39,84	
	Charges		8023-25
			\$23,105-98

Porterage on Board	\$29-50
Genl of Property	1-50
Insurance on \$24,000 @ 4 fls Policy	961-25
	992-25

Errors Excepted Baltimore 30th June 1806 - John Carrere - \$24098-23

No 85. Extract of a Letter from M. Questier Baltimore to Philip Toucan at Bordeaux Baltimore 1 July 1806

Sir I had the pleasure of writing you the 4th May last, advising you that according to your orders I had paid to the widow M^{rs} Renaudet one hundred Dollars to provide her Daughter in clothes and Provisions for the Voyage to France for whom she had bespoken a passage on Board the Brig Vigilant of this port Captain Druscoll, belonging to John Carrere and bound to your port

[Signature]

A faithful translation

Archa Gray

Sworn to before me the 4 September 1806.

Charles Morris Registrar - (N^o 12)

for

Weymouth May 26- 1806

These are to inform you of the arrival of Captⁿ Hopkins with Twenty pipes Brandy agreeable to Letters of advice and we hope by the time that these lines reach Baltimore that you will be there ready to receive them, we have wrote you two Letters previous to this merely for advice, we hope you will make all possible dispatch and you will make such remittances as you may find in your hand, after collecting your freight money and you will purchase Bills on Boston at sight, or a few days sight and in case no Bills are to be had you will remit Bills in paper Currency regularly, - but and noted in two Letters you will take freight back to Bordeaux to Lisbon, or any port in Europe (and you will put your Vessel in repair, fit for a Summers Voyage, and our friend, W. Shirlock will aid you in that business, you will forward your papers in order for a Settlement and inform us of your doings at Bordeaux and Balt^e and what has become of the fish left with Mr. Brown. be so good as to write by the first mail after your arrival and your prospect with esteem we are your Humble Serv^t Alphalil Land

Reuben Row Allen

David Joy

Nath^l Shaw

X Subscribed, Captⁿ Reuben Allen, of Schooner Venus, Baltimore

X Nova Scotia, Court of Admiralty for the Province of aforesaid maketh Oath and saith that the paper writing hereto annexed marked A and signed at the foot of the last page Le Loup was in his presence cut out of the head of a bask of Sugar marked J.C. X. 36. said bask being part of the Cargo of the Sch^r Venus R. Allen Master, that said paper had been rolled up and pressed into an aperture or hole made in the head of said bask by an Auger or Gimblet or some Instrument of that nature, under the Letter J that the mouth or entrance of the hole was plugged with a cork to prevent as Deponent believes the Sugar in case of melting insinuating itself into the said paper writing, and defacing the same, that said paper is exactly in the same State in which he found it without any Addition or Alteration whatever, Deponent further swears that the part of the head of the bask in which said paper writing was found is hereto annexed and he further swears that he well knows the said bask so marked, was part of the Cargo of the Schooner Venus from his having been present at the time the said bask was unladen from said Vessel and deposited in a Store with the remainder of said Cargo, and having particularly observed the said bask with its marks

Sworn to before me sixth

Charles Morris, Registrar

September 1806

Alex Crokes

Direction

Direction of Bordeaux

Principal Office of Bordeaux

Discharge upon Security of Goods dispatched for the Ports of the Republic.

N^o. 183. of Obligation - The officers set over the Police of External Commerce will allow to pass, for M. J. Ducorneau merchant residing at Bordeaux the Goods hereafter mentioned bound to the Isle of France or other French Ports and not elsewhere, unless compelled by force of which there shall be the Evidence of Authentic Instruments upon the Ship Chesapeake of Baltimore Cap^t. Les where they were Shipped as appears by permits of Books in this Office reported and clothed with the formalities of Shipment Viz. Two hundred and fifty two Tons three hogsheads, red wine, Sixteen Thousand, Eight hundred and seventy Gallons of red wine, in six hundred and seventy Boxes, one hundred and sixteen basks of Brandy Guaging altogether one hundred and seventy three, one hundred and fifty Boxes, and one hundred Baskets Olive Oil weighing in all Thirty seven quintals fifty pounds, ^{'''}/₉; four hundred and seventy Boxes Soap weighing in all, one hundred and twenty five quintals eighty pounds ^{'''}/₉; one hundred thousand Corks in One hundred Bags, three Trunks of clothes weighing two hundred and eighty pounds ^{'''}/₉; One Bale and four packages of silks weighing fifty nine pounds ^{'''}/₉; six Boxes and eight paquets of furniture weighing nine quintals ^{'''}/₉; Sixty five quintals ^{'''}/₉ of new ropes for the Ship use; three hundred empty Demi-johns, above of framed Glasses - Weighing two hundred and fifty pounds ^{'''}/₉; twenty Boxes earthen-pikes weighing fifteen quintals ^{'''}/₉; six basks Sarsaparilla weighing five quintals ^{'''}/₉.

The above mentioned Vessel is french neutralized at Bordeaux the 9th fructidor instant, which goods have paid no duties considering their destination for which

M. J. Ducorneau has bound himself with M. Constantin resident at Bordeaux who has become his surety and Bondsman to make them be carried to the Isle of France or other French ports, in the space of eighteen months, and to bring back on the outside of the present Certificate one from the Officers of Customs or if none be from the constituted Authorities of the place. In failure of reporting the present Act discharged at the port of destination, or other French Ports or formal minutes of lawful causes of delay M. J. Ducorneau and M. Constantin his Surety acknowledge themselves to have incurred the penalties prescribed by Law - done at Bordeaux 23 fructidor Year 12. By the Receiver

(Signed)

Lemoine

seen by the Director of the Customs for the Time at Bordeaux 23 Fructidor year 12th.

(Signed)

Fleury,

Seen

Seen for the purpose of authenticating the signature of Mr. Fleury the Director of Customs for the Time - Bordeaux 23^e Fructidor year 12. Delabrous, Prefect del'administration
 The under written Director of Customs at the Isle of France. Certify that the American Ship the Chesapeake designated in this act of discharge upon security arrived in this port the 28th of last Floreal and that all the goods specified therein, have been landed here, and sold in this Colony, with the exception of seventy casks of Brandy which have not been pretended. In Testimony whereof I have granted the present Certificate, at the North West port Isle of France 11th Thermidor year 13.

(Signed) Le Boutiller

Seen by the Colonial prefect of the French Settlements to the Eastward of the Cape of Good Hope
 Feyerey

Compared by me Louis Francis Le Loup Commissary for the Time of the Commercial relations of France with Baltimore, and certified conformable to the Original presented to me and afterwards remitted - Delivered at Baltimore under the seal of the Commerce the twentieth May one thousand eight hundred and six - Signed,

Le Loup

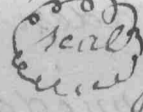
Faithful Translation

Archd Gray

Sworn to before me 4th September 1806. Charles Morris Registrar
 Nova Scotia Court. Tuesday the ninth day of September 1806 before the
 J. Vice Admiralty's worshipful Alexander Croke, Director of Laws Judge
 and Commissary of his Majesty's Court of Vice Admiralty for
 the Province of Nova Scotia and the maritime parts thereof and for carrying
 into effect the several provisions of an act passed in the forty first year of
 the Reign of his present Majesty for the better regulation of the Prize Courts
 in the West Indies, America &c and also to hear and determine all and
 all manner of causes and complaints as to ships and Goods seized and
 taken as prize specially constituted and appointed in the Court House
 in the Town of Halifax. Present, Charles Morris Notary Public and
 Registrar - The Schooner Venus - Reuben Allen Master,
 Our Sovereign Lord the King against the said Ship and Goods laden
 therein taken and seized by his Majesty's ship of war the Bermuda
 William H Bram Esq. Commander and brought to Halifax and also against
 Reuben Allen Master and Claimant of the said Ship or Vessel called the Venus
 and her Cargo - Stewart prayed the Claim by him given to be admitted
 and the said Ship and Cargo to be restored as claimed - The Council
 AND

And Proctor for the Captors prayed the said Claim to be rejected and the ship and Cargo to be condemned - The Judge having heard the said Claim and proofs read and the Advocates and Proctors on both sides. Pronounced against the said Claim to the Cargo, and condemned the whole of the Goods on board at the time of capture saving the private adventure of the Master as good and lawful prize taken by his Majesty's Ship of War the Bermuda William H Biam Esq. Commander and ~~decree~~^{decree} the ship to be restored with freight - Alex^d Crooke

Province of Nova Scotia Court } The Venus Allen. Master, The said ship and her
 of Vice Admiralty } Cargo having been lately libelled in this Court, as prize
 and Reuben Allen Master, of the said ship having been admitted to claim the cargo
 of the said ship on behalf of John Carrere of Baltimore, merchant, the said Cargo
 having been condemned as prize by the Decree of this Court, William Smith of
 Halifax merchant Agent for the said John Carrere hereby protests against the
 said Decree and hath moved, and doth move and crave an appeal from that part
 of the said Decree promulgated in the said cause, by which the said Cargo claimed
 on behalf of John Carrere as aforesaid is adjudged and condemned as lawful
 prize unto the Commissioners appointed or to be appointed under the great
 seal of Great Britain for the receiving, hearing and finally determining in all
 matters of appeal concerning prize pursuant to the acts of Parliament in such case
 made and provided. And the said William Smith doth by these presents
 reserve and claim to himself a right to alter amend and render more perfect
 this his appeal, by adding thereto and subtracting therefrom in any way or
 manner he shall think necessary or proper for the attainment of Justice in
 the premises. Thus done and protested at Halifax aforesaid in the
 presence of James Stewart Notary Public. William Smith

 Jas. Stewart Not. Pub.
 In Test. Ver: Halifax 15th November 1806

Appraisement of the Cargo of Schooner Venus prize to H. M. Ship -
 Bermuda - Biam Esq. Commander, by order of the Court of
 (Vice)

Vice Admiralty to us the Subscribers directed

J.C. No 1 to 44 Hogsheads clayed sugar viz

No 1. 11. 2. 7. — 23. 12. 0. 14

2. 12. 0. 14 24. 11. 2. 0

3. 12. 0. 14 25. 11. 3. 11

4. 11. 3. 11 26. 11. 0. 21

5. 10. 3. 18 27. 11. 2. 0

6. 11. 2. 14 28. 11. 0. 0

7. 11. 2. 21 29. 11. 2. 14

8. 11. 2. 7 30. 11. 0. 14

9. 11. 2. 14 31. 11. 3. 21

10. 11. 0. 14 32. 12. 0. 0

11. 11. 3. 14 33. 11. 1. 14

12. 11. 1. 21 34. 11. 3. 21

13. 10. 3. 0 35. 11. 2. 0

14. 11. 1. 14 36. 10. 2. 0

15. 11. 1. 21 37. 11. 2. 14

16. 11. 3. 21 38. 11. 3. 14

17. 11. 2. 7 39. 12. 0. 0

18. 11. 3. 10 40. 11. 3. 14

19. 10. 1. 14 41. 12. 0. 14

20. 11. 3. 7 42. 11. 1. 14

21. 12. 0. 21 43. 11. 3. 0

22. 11. 3. 7 44. 11. 2. 21

254. 2. 11 255. 1. 18

254. 2. 11

510. 0. 1

June 14th 1794 63. 3. 0

446. 1. 1. 0 44/ J.C.

L 981. 15. 5

23 Barrels muscovado Sugar

(2. 0. 14)

2.0-14	2.0-23	2.0-5
1.3-24	2.0-25	1-2-22
2.0-24	2.0-5	2.0-18
2.0-18	2.0-0	1-3-24
2.0-12	2.0-12	1.3-10
1.3-19	2.0-12	1.3-26
2.1-0	2.0-12	1.2-26
1.1-24	1.3-19	13-1-1
16.0-23	16.2-24	16.2-24
		16.0-23
		46.0-20

Tare 20lb Bll is

4.0-12
 42.0-8 - 457 ff 61
 94.13.27
 £1076.8.77

41 Hogheads Muscovado Sugar

10.3-18	11.0-7	10.0-7
10.3-14	10.1-0	10.0-14
10.2-4	10.2-0	10.3-14
11.0-14	10.1-0	10.1-0
11.0-11	10.1-14	9.3-4
11.0-4	10.1-21	10.1-21
10.3-14	10.0-12	10.3-12
11.0-4	10.1-21	10.3-0
11.1-7	10.2-14	11.0-4
10.2-24	10.1-0	9.3-21
11.2-14	10.2-7	11.0-7
10.3-14	10.2-21	10.1-7
11.0-11	10.2.6	125.1-27
11.0-14	10.1-11	165.2-20
11.1-21	146.1-26	146.1-22
165.2.20		437.2.13

Tare 4 ff 61

574.2-22
 382.3-19 a 407/10 64 765.16.9

101 Bags Cocoa	30	110 - 2 - 5	
Tare 1/2 #Bags	1 - 1 - 12	-----	
		109. 0. 21	£ 5. 0 - 0
			515. 18. 9

268 Bales Cotton w. 27869 lbs			
Tare 4 1/2 lbs each	1206.	-----	
	26. 663 @ 15 ^a fl	-----	1666. 8. 9

2 Bales damaged d. 20.8			
Tare	9	-----	
	199 @ 11.	-----	9. 19. -

SB 38 Bales Cotton 3901			
Tare 4 1/2	171	-----	
	3810 lbs @ 15 ^a	-----	238. 2. 6

All which Goods and Merchandize we value and £ 4302. 14. 4 1/2

Appraise at the sum of four Thousand three hundred and two pounds sixteen Shillings and four half penny currency

Halifax Nova Scotia September 1806. John Lawson
Richd. Trueman
Alex^r Smith

Nova Scotia } I do certify that the preceding pages from number one to sixty seven
Court of Vice } Inclusive contain true copies of the original Petition for monition -
Admiralty. } The Monition allegation, claim Examinations, Exhibits, doctee,
Appeal, and appraisment in the case of the Schooner Venus Reuben Allen Master
captured by his Majesty's Ship of war Bermuda - William H. Ryan Esq^r
Commander - In Testimony whereof I have hereunto set my hand and annexed
the seal of said Court at Halifax the Twenty sixth day of November 1806
and in the forty seventh year of his Majesty's Reign. Charles Morris, Registrar
United States of America, June 3rd 1807 - Samuel Sterck Notary Public by
States of Maryland, to wit, Letters patent under the great seal of the State of
Maryland duly Commissioned and Qualified residing in the City of Baltimore -
Do certify attest and make known that the preceding paper writing on Eighty one
pages numbered 1 & 81 inclusive, is a just and faithful copy of the transcripts of the
proceedings of his Britannic Majesty's Court of Vice Admiralty at Halifax against the
Schooner Venus duly authenticated under the hand of Charles Morris -
Registrar under the seal of the said Court. the same having been by me
carefully



Carefully compared with the said transmiss & found accurately to agree therewith

In Testimonium

Peritatis

Samuel Herold Not Pub

Seal

It is agreed that this copy shall be admitted in evidence for either party, in the cases of John Carrere vs The Union Insurance Company - and the same vs the Maryland Insurance Company in Baltimore County Court. Robt. G. Harper for Plaintiff
John Insurance Att. for Defendant

X And thereupon the Plaintiff by his counsel gave in evidence to the jury that the said paper so found concealed in a bask of sugar did not in any manner relate to the said Schooner Venus or to her said cargo or to any part thereof, but to a former shipment of goods made by the said Ducorneau to whom the said Letter in Sympathetic Ink was addressed as aforesaid to the Isle of France, and that the said one hundred and one bags of Cocoa in the said Letter mentioned was originally the property of James Gaze and John Richard Merchants of New York trading under the firm of Gaze and Richard who are the persons meant and intended in the said Letter written in Sympathetic Ink by the name of Pina and had been before the fifth day of June in the year aforesaid received for them by the Plaintiff, and were by them directed to be sold for their account on the seventh day of the said month of June in and by a Letter of that date which here follows in these words and figures

Mr. John Carrere New York 7th June 1806

Baltimore Sir We have received your esteemed favor of the 2^d Instant & which advises us of the arrival of our mutual Friend M Francis Leguin. We have also duly received the accounts you sent us of that unfortunate adventure the result of which is truly distressing for us, we cannot conceive how the insurers - could be so much damaged: the fact is that they were in very good when they were sent from here - you may put this affair in the number of the unlucky ones

As Relates the 101 Bags Cocoa which are the net proceed of that adventure we wish you to sell them to the best of our advantage, even at a long credit so as to facilitate the sale - We have debited you of \$160. for the return of premium of 4 % since the Schooner Nimrod has only ^{been} in our port - we are sincerely yours &c
(Signed) Gaze & Richards

That the said Letter was received by the Plaintiff on or about the ninth day of the same month, who afterwards not being able to sell the same on advantageous Terms did resolve to take the same on purchase in his own account before the time of making the said Shipment at a certain price, and to ship the same as his own property in the said Schooner, that on the Twentyninth day of June in the year

Year aforesaid the Plaintiff in consequence the said Gaze and Richard of this determination and of the shipment aforesaid by Letter of that date in the French Language whereof a true Translation here follows in these words and figures

Messrs Gaze & Richard Baltimore 29th June 1806
New York Gent (Translation)

I had not the pleasure to address you for some days, and I thought that my differing to do it would enable me to announce you that I had effected the sale of your Cocoa, but its Quality being not in so great a demand as the Laguiria, and that kind of produce being not otherwise very saleable in this moment, I could not succeed to dispose of it, but as you have manifested a wish to sell it here rather than to have it shipped for Leghorn which I think is the best place for the disposal of such a kind of produce; I then thought proper to have it shipped for my own account on Board of a Schooner that I have chartered for Bordeaux and which was in want of 100 Bags of Coffee or Cocoa to fill her up, which has mostly decided my disposing of your Cocoa in my favour, and I think since its quality is a very common one you will be satisfied with the price of 27 cents short price, and in order to make this business more profitable to you I shall not charge you of any commission whatever, nor of the disbursements I have made at the exportation of your goods for Maracaibo neither at the importation of said Cocoa, you will have only to pay for the premium of the Insurance I have effected on your Goods from hence to Maracaibo and back; I hope Gent^l you will be satisfied with my offer, and I am so much convinced of it that I have already settled my papers and the Schooner Venus on which the said Cocoa is shipped will sail in a very few days: on your answer in the affirmative I will forward you the account of sale of your Cocoa - Be so kind Gent^l as to send by the first opportunities the enclosed Letters for New Providence & Bordeaux. Remain your O^bd^t Servant

(Signed) John Carrere

And also gave in evidence to the jury that the said Letter was received by the said Gaze and Richard on or before the second day of July in the year aforesaid who deposed immediately from the said purchase and expressed such their deposal by Letter of that date in the French Language duly transmitted on the same day or the day following of which Letter a true translation follows in these words and figures

Mr. John Carrere New York 2^a July 1806

Baltimore Sir We have received your favor of 29th June by which we see that you have not succeeded to dispose of our Cocoa, we have sincerely to regret of having not ordered it to this place where we would have had several times opportunities to sell it at 35/100. you also announce us by your aforesaid Letter that

On account of the full cargo you wished to give to a Vessel you are sending to Bordeaux you had been the purchaser of our 101 Bags Cocoa at the rate of 27. cents short price and that you hope this price would meet our approbation; we candidly mention to you that at such a price, and although the favour you do us to put us free from your Commission and all charges this produce may have occasioned, the Insurance from Maracaibo, excepted, in its importation and exportation we have to advise you on account of the favourable opinion we entertain that this produce will be advantageously disposed of in France we beg you will consider the sale that you effected for yourself as null; we should lose too much in the result of this sale. We then request you see since that Cocoa is already shipped for Bordeaux to have the adventure go on our own account & wish the shipment being already effected, it will be necessary to make no change as relates the denomination of the property unless this advice should reach you in time which we do not presume; that way of exporting on our Account that Cocoa will be more advantageous, and we are too much convinced of your principles of Justice, to believe you will not hesitate a moment to leave ~~to know~~ that adventure for our account, which will be included in the Insurance you will have effected -

Y Please on this occasion to transmit us the account of charges that this Cocoa has put you under, either at its arrival from Maracaibo or at its exportation to Bordeaux; you will also oblige us by informing Mr. J. Ducornau to hold at our disposal the net proceeds of the aforesaid 101. Bags Cocoa, your answer on all these points as soon as possible will oblige us - Not having any early opportunity for Hamburg, we request you will send as soon as possible the enclosed letters for Messrs John Schuckert & Son; we also recommend in a particular manner those for Bremen which have been delivered to us by a friend of ours. - Please to forward them by the first vessel going to one of the Ports of the Hanse Towns; you will oblige us by letting us know the name of the vessel. You will also carry to our debit the postage, as we may sometimes trouble you in this manner? Your Letters for New Providence & Bordeaux will be carefully forwarded; There is not yet any conveyance known for the former place, those for Bordeaux will be forwarded in 4 or 5 days by the Ship Minerva Capt. Lombard. - We hope that your next will remit us the account of Insurance that you have effected on our account on the Brig Hercules & Ship Mercury - mean while we remain respectfully - yours
(Signed) Gaze & Richard

And also gave in evidence that the said Letter was received by the Plaintiff on the 31st day of July aforesaid before the writing of the said Letter in Sympathetic Ink and that the

Plaintiff

Plaintiff in consequence of the receipt of the said Letter from Gaze and Richard and of their
 said Descent therein expressed did relinquish his claim to the said one hundred and one
 Bags of Cocoa under the said Purchase and did in and by the said Letter in Sympathetic
 Ink direct the said Cocoa to be considered by his correspondent aforesaid as the property of
 R meaning the said Gaze and Richard. And also gave in evidence as aforesaid that
 the said Gaze and Richard were natives of France, but before the said year one thousand
 eight hundred and six were duly naturalized as citizens of the United States, and did
 then reside in New York aforesaid, and also gave in evidence as aforesaid that the said
 Twenty three Barrels of sugar in the said Letter in Sympathetic Ink mentioned were before
 the fifth day of June in the year aforesaid the property of James Chaytor and was before that
 day sold by him to the Plaintiff, who shipped them as aforesaid they then being his property
 and on the second or third day of July aforesaid, and before the writing of the said Letter in
 Sympathetic Ink the said James Chaytor who is a native citizen of the United States
 then residing therein requested the Plaintiff to rescind the said sale and permit the said
 Twenty three Barrels of sugar to go to Bordeaux in the said Schooner as the property of
 him the said Chaytor, and so to mention it to the Plaintiff's correspondent to which the
 Plaintiff consented through a wish to Oblige the said Chaytor and thereupon and in
 consequence thereof in his said Letter in Sympathetic Ink informed his said correspondent
 that the said Twenty three Barrels of sugar belonged to the said James Chaytor. And
 the Plaintiff further gave in evidence that a claim was put in for the said Goods in the
 said Vice Admiralty Court in his behalf and duly prosecuted, and that after the said
 condemnation an appeal on his part was duly made, of which said Appeal still depending
 the Defendants had due notice. - And the Plaintiff also produced and read in evidence
 as aforesaid the Original in the French Language of the said Letter in Sympathetic Ink
 and gave in evidence that the said Original was written by him, and that the said Letter
 in Sympathetic Ink found on board of the said Schooner as aforesaid was by his orders
 copied from the said Original, and in his presence, but the witness by whom the same
 was proved could not state that the said copy was truly made not having read it,
 which Original Letter in the French Language is hereto annexed and made part of
 this Bill of Exceptions. And also gave in Evidence which was admitted by the
 Defendants that the translation of the said Letter produced as aforesaid by the
 Defendants and herein inserted is not a true translation of the said Original in that
 part which is in these words to wit, "Give me speedy notice, and anticipate in those
informations the probable departure of vessels that the Insurance may be obtained

“On easier terms as to premium on account of the season” the true translation of the said Original in that part being as follows “Give me prompt advices and in those advices announce the probable departure of the Vessel that I may obtain Insurance at the lowest rate of premium on account of the season” Whereupon the Counsel for the Defendant prayed the Court to direct the jury that if they shall believe the foregoing statement of facts, then the Plaintiff is not entitled to recover, which direction the Court gave whereupon the Plt by his Counsel excepted and prayed the Court to sign & seal this his Bill of exceptions which is accordingly done this 21st day of April 1809.

Joseph H. Nicholson *Esq*

And Thereupon the said John Carrere by his Attornies aforesaid prays an appeal from the judgment aforesaid so as aforesaid rendered to the Court of Appeals to be held for the Western shore of the State of Maryland and the same is granted unto him. Whereupon it is ordered by the Court here that a Record of the proceedings aforesaid in the plea aforesaid with all things thereunto relating be transmitted to the said Court of Appeals, and the same are transmitted accordingly.

Test W^m Gibson Clk

In Testimony that the foregoing is a true Copy from the Record of the proceedings of Baltimore County Court in the above mentioned cause

I have hereunto subscribed my name and affixed the seal of the County aforesaid

day of *April*
in the year of our Lord one thousand eight hundred and nine

William Gibson Clk Balt: County

the letter
to the
5/10/06

annexed

Copy of the letter
in sympathetic ink.
July 4th 1806.

to be annexed

Monsieur D. Je me dispenserai de vous écrire longuement
par cette occasion. J'en ai aucune de vos lettres, excepté puisque
vous me priez d'aller pour des roms, Lamy Richard me montrant que
la substance de votre lettre du 27 avril. J'ai me fâché
en partie, Je prie Dieu que vous ayez pu parvenir à faire
des arrangements avec Hallet, car le 5. est icy dans la zone
la plus dure, & si vous avez gardé ses traits, il vous
aura l'espere été possible de me faire payer, Je ne lui ai pas
fait d'avances en argent seulement quelques fournitures
pour son menage. J'ai ne s'entent pas aux 500 francs
que vous avez eue. Je tiendrais ferme avec le menagement
que tel on envoie à cet Hallet qui est icy dans une
Campagne à la haine de la ville.

Dans la B. n. 36 sur la zone de J. rom Comroué
dans le fond le 2. la légalité de l'aquid a caution
de charge à elle de France. Le original rom a
été envoyé par Lamy R. avec qui rom rom. Entendre
pour les 400 sans Calas à bout de l'avance, dont le fait
au bout du journement est de \$ 37. 5. 1. ajoutés à cela
5 gros d'avance, de l'era le montant du fait de l'objet.
Les 23 Barils sur appartenant à James Taylor
et le fait est de \$ 13. 17. 10. que rom lui. Porteur en Compta
de l'era ~~des~~ ^{ont} marchandises, tout rom me fait d'aller
ont produit de les 23 Barils rom rom par le fait
enorme que J'ai payé été obligé de payer pour l'avance, la
différence entre New York de J. R. ma impense, que le fait
de chi rom au New York et de seulement de 45 Shillings Sterling
J'en suis que rom rigitant de l'era on a parlé à montra l'era
après 12 rom de mer soit arrivé à bien de que la Carrière a
l'ensemble venant, si l'avance venant bien aussi rom aussi
l'après me fait de me faire somme aussi de rom venant venant sont
que rom fait l'avance si au moins rom premier obtenu ce petit
Ballin au jour de fait de que rom partie de l'era rom de l'era
pour rom Compta de l'era rom rom en B. que à 2 fois de l'era
& seulement 8 ars de l'era de rom rom rom 5 de l'era rom
rom bien l'era de l'era de l'era de l'era de 12. à 13 / 10

que ces deux navires furent ammenés à l'attelage de l'Anse de la Car il
faudrait que l'on feroit l'avis à la Manicle n'importe par des
volumes de papiers dans des malles mettes & seulement l'argent
à l'aution de l'argent chargé par de lettres qu'il faut cacher

Je vous envoie ma lettre pour Ob & O Perard & vous pouvez
apprendre que vous avez fini avec eux pour mon ulgite.

Le D'abut n'est pas encore arrivé icy ny le 1^{er} dans
lequel le personnel est, aussitôt son arrivée il n'a promis de
l'ammener icy. J'aurais bien du plaisir d'embrasser ces deux
bons amis agités avec beaucoup de sollicitation pour la
rature de retour, informés vous bien sûr ny après de probabilité
de paix car encore me fois il y aurait de quoi s'occuper avec
durin. Le feu du Meuse Chatand vous demandera que
argent pour payer des livres qu'il lui demande par exemple
de petits en, fournis m'en la note & Envoyez moi les livres.

Toute réflexion faite par rapport à la guerre si les caux de rive
sont à bas prix on finit tel qu'on calculant tout les frais fait
d'ammunitions de voir icy on puisse se permettre d'engagerant & que
chaque de donner de l'habillement de 1^{er} ordre de 100 à 120 cent
de l'avis que l'on écrit la meilleure remise, & de l'avis aussi
que si vous pouvez mettre un grand n^o pour s'en rendre à la
Nochelle de jurer de 300 à 500 Piques d'habillement
Cependant cette quantité arrivant dans deux navires d'offens
reprendrait mieux, Les caux de rive pourroient être achetées à
L'Arance par le Comainy Garuche de la Nochelle & le 1^{er} envoi
pour le prendre. Je jure toujours aux caux de rive, parquoy
une telle situation n'est que temporaire, la guerre dans mon opinion
ne peut pas durer. Je vous parle par de mes affaires de
Paris. J'ai trouvé Arcambal qui est parti de l'argent
pour Nantes de papiers qui se font avec un grand profit
de rive par un bon beaucoup ny à personne. J'en ay pas
le Com & de rive joint à Confier rien à des Ralliments
petits adieu tout avec pour demain.

Je vous envoie ma lettre de l'at Lacombe à laquelle
je répondrai par prochaine occasion. J'apprends la nouvelle
que vous avez tenu avec elle n'est plus d'avis rien

De la Roche
Chapelle St. Martin

Paris 1813

Paris 1813

Paris 1813

Paris 1813

Paris 1813

Paris 1813

Paris 1813

October 1, 1810

Chas. Barrere

Dear Sir

I have the honor to acknowledge the receipt of your letter of the 26th inst.

in relation to the insurance policy on the property of the late John Barrere deceased.

I have also the honor to acknowledge the receipt of your letter of the 27th inst.

in relation to the insurance policy on the property of the late John Barrere deceased.

I have also the honor to acknowledge the receipt of your letter of the 28th inst.

in relation to the insurance policy on the property of the late John Barrere deceased.

I have also the honor to acknowledge the receipt of your letter of the 29th inst.

in relation to the insurance policy on the property of the late John Barrere deceased.

I have also the honor to acknowledge the receipt of your letter of the 30th inst.

in relation to the insurance policy on the property of the late John Barrere deceased.

John Barrere

vs

The Union Insurance

Company of Maryland

and

The Union Insurance

Company of Maryland

vs

The Union Insurance

Company of Maryland

and

The Union Insurance

Company of Maryland

John Barrere

vs
Courts
Opinion

The Union Insurance
Company of Maryland

Decem^r. 1813

John Carrere

v^t

The Union Insurance
Company of Maryland

{ Appeals from Baltimore.

{ The most important Question in this
Case is Whether the Warranty has
been fulfilled.

{ In my opinion the Concealed papers,
the artifice practised to prevent detection of them, the fictitious
names used and the Mystery in which the whole are enveloped,
Contradict and discredit the legal documents (the Bills of Lading
Manifest and affidavits of the Plaintiff John Carrere) which cover
the whole property insured, as his property - These Circumstances are
inconsistent with good faith, that purity of intention and fair
dealing which should be the concomitants of every policy of
Insurance and contaminate the whole transaction by indicating a
fraudulent design of covering Property not the property of the
Plaintiff and justly exciting suspicion that the property belonged to
the Enemy of the Belligerent making the Capture. The documents
being falsified in part were deprived of all credit and the
Warranty was not complied with.

Although the Concealed papers were not known at the time of
the Capture yet being on board of the vessel and discovered at
the time of the trial in the Court of Admiralty they were a
justifiable Cause of Capture and detention and from their suspicious
aspect precluding further proof and Explanation, violated the
Warranty.